

United States  
Circuit Court of Appeals

For the Ninth Circuit.

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THE AETNA CASUALTY & SURETY COM-  
PANY, a Corporation,

Appellant,

vs.

THE NATIONAL BANK OF TACOMA, a Na-  
tional Banking Association,

Appellee.

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Transcript of Record.

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Upon Appeal from the United States District Court for  
the Western District of Washington,  
Southern Division.

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FILED

APR 6 - 19

PAUL F. O'BRIEN,  
CLERK



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Circuit Court of Appeals

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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur.]

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## NAMES AND ADDRESSES OF COUNSEL OF RECORD.

For Plaintiff and Appellee:

HAYDEN, METZGER & BLAIR, #523  
Tacoma Building, Tacoma, Washington.

For Defendant and Appellant:

JOHN SPEED SMITH and HENRY  
ELLIOT, JR., #412 Dexter Horton Build-  
ing, Seattle, Washington.

HENDERSON, CARNAHAN & THOMP-  
SON, #1414 Puget Sound Bank Building,  
Tacoma, Washington.

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In the Superior Court of the State of Washington,  
in and for Pierce County.

No. 66,244.

THE NATIONAL BANK OF TACOMA, a Na-  
tional Banking Corporation,

Plaintiff,

vs.

THE AETNA CASUALTY AND SURETY COM-  
PANY, a Corporation,

Defendant.

### COMPLAINT.

Plaintiff for cause of action against defendant  
shows and alleges as follows, to wit:

## 2      *The Aetna Casualty & Surety Company*

### I.

That at all the times hereinafter mentioned plaintiff was and now is a corporation organized and existing under and by virtue of the laws of the United States relative to national banks, having its principal place of business in Tacoma, in Pierce County, Washington, where it has been and is transacting a general banking business.

### II.

That the defendant, The Aetna Casualty and Surety Company, at all the times hereinafter mentioned was and now is a foreign corporation, duly authorized to act as surety and to write insurance in the State of Washington and having an office for the transaction of business, and where it was and is engaged in the transaction of business in Tacoma, in Pierce County, Washington; and that at all of said times P. V. Caesar was and now is an agent of said defendant corporation, duly authorized and licensed to solicit and procure insurance to be written by said company and was and now is a resident vice-president of said company, fully authorized and empowered to sign and execute on behalf of said defendant corporation any and all bonds and undertakings, including bonds of the kind and character hereinafter described; and that W. H. Van Horn was at all times hereinafter mentioned a resident assistant secretary of said defendant corporation, fully authorized and empowered to affix the seal of said company to and attest on behalf of [2\*] said company any and all bonds and undertakings.

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\*Page-number appearing at the foot of page of original certified Transcript of Record.



III.

That American Wood Pine Company is a corporation organized and existing under and by virtue of the laws of the State of Washington and at all the times hereinafter mentioned up to April 19, 1929, was doing business at Tacoma, in Pierce County, Washington, and maintaining there a factory for the manufacture and sale of wood pipe and other wood products and for the needs of such business was required from time to time to borrow large sums of money from the plaintiff, and in connection with such borrowings did for a valuable consideration on or about the 8th day of August, 1921, execute and deliver to the plaintiff its General Loan and Collateral Agreement, a copy of which is attached hereto marked Exhibit "A" and made a part hereof by this reference to all intents and purposes as fully as though set out herein at length.

That at all times since August 8th, 1921, said general loan and collateral agreement has been and is in full force and effect, and by the terms thereof any security of whatsoever kind or nature furnished by said American Wood Pipe Company to the plaintiff for any of its indebtedness could be and is held by the plaintiff not only as security for the particular indebtedness for or in connection with which the same was pledged, hypothecated or created, but also for any and all other indebtedness, obligation or liability of said Pipe Company to the plaintiff now or whensoever created, incurred and/or evidenced.

IV.

That prior to January 21, 1929, said American

#### 4     *The Aetna Casualty & Surety Company*

Wood Pipe Company, being in need of financial assistance to enable it to continue in business and in operation and to enable it to execute and fill orders that might be received and accepted, requested the plaintiff to make from time to time advances against the earnings of orders that might thereafter be taken for execution, and the plaintiff declined to consider or entertain any such proposition and refused to agree to make any such loans or advances unless and until it should be furnished with a surety bond guaranteeing to it the existence and *bona fides* of each such order and that the same would be filled and executed according [3] to its terms, and that to procure the necessary loans and advances, said American Wood Pipe Company undertook and agreed to provide such bond in connection with each such loan thereafter applied for.

#### V.

That thereafter and on January 21, 1929, in accordance with the basis of operation theretofore discussed, said American Wood Pipe Company applied to the plaintiff for a loan of \$3,375.00 against the future earnings of an alleged contract between said Pipe Company and Twin Harbors Lumber Company, which latter was then and still is a wholly solvent corporation; said loan being applied for to enable said Pipe Company to continue in business and to carry out such order; and to obtain the loan or advance thus applied for said Pipe Company executed and delivered to the plaintiff an assignment of the proceeds or earnings of an alleged contract with Twin Harbors Lumber Company, copy of which as-



signature is hereto annexed marked Exhibit "B" and made a part hereof by this reference as fully and to all intents and purposes as though set out herein at length, and contemporaneously therewith and as part of the same transaction furnished and delivered to the plaintiff a bond duly executed by it as principal and the defendant, the Aetna Casualty and Surety Company, as surety, in the penal sum of \$4,000.00, copy of which bond is hereto attached marked Exhibit "C" and made a part hereof as fully and to all intents and purposes as though set out herein at length.

That said bond was executed, issued and delivered, by the defendant herein for a valuable consideration and with knowledge and intent that it would be delivered to the plaintiff, an obligee named therein, as a basis of credit and as indemnity against any loss which the plaintiff might sustain by reason of the failure of the said American Wood Pipe Company to perform the contract hereinabove and in said bond referred to and described according to the terms thereof and with intent and knowledge that the plaintiff should and would rely thereon for such indemnity and for the truth of the facts in said bond recited as to the existence, nature and terms of the contract described. [4]

## VI.

That the plaintiff believing the recitals of said bond as to the existence, nature and terms of said contract to be true, and relying thereon and upon the indemnity thereby agreed and intended to be provided, accepted said bond and the assignment of

the proceeds of the contract therein referred to, and so believing and relying paid a valuable consideration for such assignment, to wit, by loaning or advancing to said American Wood Pipe Company the sum of \$3,375.00, which loan or advance was evidenced by the promissory note of said American Wood Pipe Company then contemporaneously made, executed and delivered by said Pipe Company to this plaintiff, copy of which note is hereto annexed marked Exhibit "D" and made a part hereof by this reference as fully and to all intents and purposes as though set out herein at length. That except for said recitals in said bond and representations thereby made by the defendant herein to the plaintiff, plaintiff would not have made said loan or advance nor accepted said assignment which was taken as security not only for the moneys advanced and loaned to the American Wood Pipe Company contemporaneously with the acceptance of the assignment and bond, but also in accordance with the terms of the general loan and collateral agreement hereinabove referred to for any and all other obligations of indebtedness to it of said Pipe Company, on which there is due and unpaid an amount largely in excess of the penalty of said bond.

## VII.

That said American Wood Pipe Company wholly failed and neglected to carry out and perform said alleged contract with said Twin Harbors Lumber Company in said bond described and referred to either within the time specified in said contract or at all; and as plaintiff is informed and believes there

was in truth and in fact no such written order from or contract with said Twin Harbors Lumber Company and that the recitals in said bond and the representations thereby made by the defendant herein as to said alleged contract were wholly false. [5]

### VIII.

That thereafter and on or about the 19th day of April, 1929, said American Wood Pipe Company became wholly insolvent, suffered a Receiver to be appointed of its business and affairs and to wind up the same, and that no part of the loan or advance made by this plaintiff in reliance upon said false and fraudulent representations was repaid by said American Wood Pipe Company prior to said receivership or has been since or will hereafter be repaid by said Receiver, and that no part of the proceeds of the alleged contract so assigned to this plaintiff has been or will be paid to it.

### IX.

That plaintiff has heretofore demanded of the defendant payment of its said loss and damage in accordance with the intent and tenor of said bond and the defendant has heretofore generally denied any and all liability whatsoever upon said bond and has wholly failed and refused to pay to the plaintiff its said loss or any part thereof and accordingly there is now due and owing to the plaintiff from the defendant the full sum of \$3,752.50, with interest at 6% per annum from January 21, 1929, until paid.

WHEREFORE, plaintiff prays judgment against the defendant for said sum of \$3,752.50, with inter-

8      *The Aetna Casualty & Surety Company*

est at 6% per annum from January 21, 1929, until paid and for its costs and disbursements herein caused to be expended.

HAYDEN, LANGHORNE & METZGER,

Attorneys for Plaintiff.

Office & P. O. Address:

523 Tacoma Bldg., Tacoma, Washington. [6]

Filed in Superior Court, Pierce County, Wash.  
Aug. 4, 1930. J. K. Scott, Clerk. By J. F. M.,  
Deputy. [7]

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[Title of Court and Cause—No. 66,244.]

SUMMONS.

The State of Washington, to the said The Aetna  
Casualty and Surety Company, a Corporation,  
Defendant:

You are hereby summoned to appear within twenty days after service of this summons upon you, exclusive of the day of service, if served within the State of Washington; or within sixty days after service upon you, exclusive of the day of service, if served out of the State of Washington, and answer the complaint and serve a copy of your answer upon the undersigned at the place below specified, and defend the above-entitled action in the court aforesaid; and in case of your failure so to do, judgment will be rendered against you, according to the demand of the complaint which will be filed with the Clerk of

said court, a copy of which is herewith served upon you.

HAYDEN, LANGHORNE & METZGER,

Attorneys for Plaintiff.

P. O. Address: 523 Tacoma Building, Tacoma,  
Pierce County, Washington.

Filed Aug. 4, 1930. [8]

EXHIBIT "D."

No. 66244.

\$3,375.00. Tacoma, Wash., January 21, 1929.

On demand after date, we promise to pay to the order of THE NATIONAL BANK OF TACOMA AT ITS OFFICE IN THE CITY OF TACOMA THREE THOUSAND THREE HUNDRED SEVENTY-FIVE Dollars, for value received, with interest from date at the rate of 7 per cent. per annum until paid.

Principal and interest payable only in U. S. Gold Coin of the present standard of weight and fineness. For value received, each and every party signing or endorsing this note hereby waives presentment, demand, protest and notice of non-payment thereof, binds himself thereon as a principal, nor as a surety, and promises, in case suit is instituted to collect the same or any portion thereof, to pay such additional sums as the court may adjudge reasonable as attorney's fees in such suit.

AMERICAN WOOD PIPE COMPANY.

By VAUGHAN MORRILL, Pres.

By CYRUS HAPPY, Jr., Secty.



10     *The Aetna Casualty & Surety Company*

No. 75583.

THIS NOTE SECURED BY:

Shipment Number 8472.

Consignee, Twin Harbors Lbr. Co.

Destination, Chicago, Ill.

Date Shipped, Jan. 21, 1929.

Invoice .....	\$3,950.00
Less Deductions .....	197.50
Estimated Freight .....	_____
Margin .....	377.50

Advance ..... 3,375.00

Notify Twin Harbors Lbr. Co., Aberdeen, Wash.

(Exhibit "D").

Filed in Superior Court, Pierce County, Wash.,  
Aug. 4, 1930. J. K. Scott, Clerk. By J. F. M.,  
Deputy. [9]

EXHIBIT "A."

No. 66244.

GENERAL LOAN AND COLLATERAL AGREEMENT.

Tacoma, Washington, August 8, 1921.

In order to obtain loans from and otherwise deal with THE NATIONAL BANK OF TACOMA, the undersigned agrees that all loans, advances or credits hereafter or heretofore obtained from said Bank by the undersigned shall be repayable by the undersigned at said Bank on demand, unless otherwise agreed in writing at the time, and shall bear interest at rates to be agreed upon; and the undersigned, for value received, hereby assigns to THE

NATIONAL BANK OF TACOMA, as security for any and all indebtedness, obligation or liability of the undersigned to said Bank, now or hereafter existing, matured or not matured, absolute or contingent, individual or firm, and wherever payable, including in addition to other indebtedness, obligation and liability, all such as may arise from endorsements of notes, acceptances or any other items or paper discounted by said Bank or held by said Bank, either absolutely or as collateral security to any loans or advances of any sort whatever and including overdrafts and indebtedness by the undersigned to said Bank on account of collections or paper received for collection by the undersigned, the following, viz.: All moneys, chattels, negotiable instruments, securities, bills of lading, warehouse receipts, paper, credits, demands, choses in action, rights and property of every kind, tangible or intangible, at any time in possession or control of said Bank or any of its agents or correspondents, or in transit to it by mail or carrier, belonging to, for account or subject to the order of the undersigned, it being understood and agreed that the said THE NATIONAL BANK OF TACOMA, its successors or assigns, are not to be responsible for any injury or loss to the same or any part thereof arising from the act of God, robbery, fire, flood, or from negligence, fraud or any other act or default of warehousemen or common carriers, their agents, or servants, or from any other cause whatsoever, whether similar or dissimilar to the causes specified; and that said Bank, its successors or assigns, shall not be liable for any negligence, act or default of any

of its collecting agents or correspondents; [10] and the undersigned hereby irrevocably authorizes the said THE NATIONAL BANK OF TACOMA, at any and all times at its option to hold and collect any and all thereof, and the proceeds thereof, to endorse any thereof on behalf of and in the name of the undersigned, to sell without advertisement or notice any part or all thereof at private or public sale, at the option of said Bank, (said Bank being at liberty to become the purchaser if the sale is public), and to apply and any all said property or proceeds thereof, and also any and all debts, liabilities or balances in favor of the undersigned, (including such as arise from deposits, discounts, collections or items in transit), now or hereafter owing or due from or chargeable against said Bank or any of its agents and correspondents, to the payment of expenses of any such sale or sales or the negotiation or collection of any of said collaterals and to the payment of any or all of said indebtedness, obligation or liability of the undersigned, at the option of the officers of said Bank, whether said indebtedness, obligation or liability of the undersigned, at the option of the officers of said Bank, whether said indebtedness, obligation or liability to which the same is applied be then matured or not. Said Bank may assign or transfer the whole or any part of said indebtedness, obligation or liability of the undersigned and may transfer therewith, as collateral security therefor, the whole or any part of the chattels, instruments, securities, papers, credits, demands, choses in action, right and property hereby assigned to said Bank, and the trans-



feree shall have the same rights, powers and authority with reference to the indebtedness, obligation or liability transferred and the collaterals transferred therewith as are hereby given to said Bank, and said Bank and its officers shall thereafter be forever relieved and fully discharged from any liability or responsibility in the matter. This instrument shall irrevocably apply to all dealings and transactions heretofore or hereafter had with said Bank, unless the undersigned and said Bank shall otherwise expressly agree in writing signed by the undersigned and said Bank, and no provision of this instrument shall be deemed to be waived by said Bank unless said waiver is in writing and signed by said Bank or duly authorized agent.

The undersigned hereby expressly waives protest, demand [11] and notice of non-payment of all negotiable instruments at any time held by said Bank and signed or endorsed by the undersigned.

In case any suit or action is begun by said Bank or any transferee to recover any sum of money on any such indebtedness, obligation or liability, either under this instrument or otherwise, the undersigned promises to pay a reasonable sum as attorney's fees in such suit or action, and such attorney's fees shall be deemed an obligation secured by this pledge.

AMERICAN WOOD PIPE COMPANY.

By VAUGHAN MORRILL, Pres.

F. N. INSINGER, V.-Pres.

Witness.

F. J. LOOMAN.

(Exhibit "A.")

14    *The Aetna Casualty & Surety Company*

Filed in Superior Court, Pierce County, Wash.,  
Aug. 4, 1930. J. K. Scott, Clerk. By J. F. M.  
Deputy. [12]

EXHIBIT "B."

No. 66244.

AMERICAN WOOD PIPE CO.

Tacoma, Wash., January 21, 1929.

Req. No. 1/19/28

Our Order No. 8472

Terms 2% and 5% Com.

F. O. B. our mill

Sold to TWIN HARBORS LUMBER CO.,

ABERDEEN, WASHINGTON,

Shipped to ABOVE AT CHICAGO, ILL.

#2 Clear & Better Kiln Dried Fir S2S

1¼ x 3¾"—Edges Rough 1½ x 4" 9 length 50,000 ft. \$41.50M  
\$2075.00

Ditto 8 50,000 37.50 "

1875.00

---

\$3950.00

For value received we hereby assign, sell, trans-  
fer and set over unto THE NATIONAL BANK  
OF TACOMA, TACOMA, WASH., the above ac-  
count together with all title and interest now or  
hereafter owned in the goods and merchandise for  
which said account was incurred.

AMERICAN WOOD PIPE COMPANY.

By VAUGHAN MORRILL.

VAUGHAN MORRILL,

President.

(Exhibit "B.")

Filed in Superior Court, Pierce County Wash.,  
Aug. 4, 1930. J. K. Scott, Clerk. By J. F. M.  
Deputy. [13]

EXHIBIT "C."

No. 66244.

THE AETNA CASUALTY AND SURETY COM-  
PANY,

Hartford, Connecticut.

Morgan B. Brainard,  
President.

KNOW ALL MEN BY THESE PRESENTS:  
That we, AMERICAN WOOD PIPE COMPANY,  
a corporation of the State of Washington with prin-  
cipal place of business at Tacoma, Washington as  
Principal, and THE AETNA CASUALTY AND  
SURETY COMPANY of Hartford, Connecticut,  
as Surety, are held and firmly bound unto TWIN  
HARBORS LUMBER COMPANY of Aberdeen,  
Washington, and/or THE NATIONAL BANK OF  
TACOMA, TACOMA, WASHINGTON in the penal  
sum of FOUR THOUSAND AND No/100 (\$4,-  
000.00) Dollars, lawful money of the United States,  
for the payment of which, well and truly to be made  
the said principal and the said Surety bind them-  
selves, their heirs, executors, administrators, succes-  
sors and assigns, jointly and severally firmly by  
these presents.

Signed and sealed this 21st day of January, A. D.  
1929.

THE CONDITION OF THIS OBLIGATION  
is such that, WHEREAS, the said Principal has

16     *The Aetna Casualty & Surety Company*

accepted a written order from the TWIN HARBORS LUMBER COMPANY of Aberdeen, Washington and/or THE NATIONAL BANK OF TACOMA, TACOMA, WASHINGTON, dated January 19th, 1929, for furnishing the following quantity of material:

50 M. B. M.  $1\frac{1}{2} \times 4$  8 Ft. S2S  $1\frac{1}{4} \times 3\frac{3}{4}$  Edges Rough  
@ \$41.50 f. o. b. Tacoma.

50 M. B. M.  $1\frac{1}{2} \times 4$  9 Ft. S2S  $1\frac{1}{4} \times 3\frac{3}{4}$  Edges Rough  
@ 37.50 f. o. b. Tacoma, shipment to be made within sixty days, which order is by reference made a part hereof as fully to all intents and purposes as if set forth at length herein.

NOW, THEREFORE, if the said Principal shall supply the material in accordance with the written order, and if they will indemnify TWIN HARBORS LUMBER COMPANY of Aberdeen, Washington and/or THE NATIONAL BANK OF TACOMA, TACOMA, WASHINGTON, against any direct or, indirect damages that may be suffered or claimed for lack of delivery of material within the time called for; and further conditioned as required by law for the payment of all laborers, mechanics, sub-contractors and materialmen, and all persons who shall supply such person or persons or sub-contractors [14] with provisions or supplies for the carrying on of such work, and all just debts, dues and demands incurred in the performance of the work, then and in that event this obligation shall be void, but otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have hereunto caused this instrument in writing to be signed and sealed by their duly authorized officers.

AMERICAN WOOD PIPE COMPANY.

(Corporate Seal)

By VAUGHAN MORRILL, Pres.

THE AETNA CASUALTY AND SURETY  
COMPANY.

By P. V. CAESAR,  
Resident Vice President.

(Corporate Seal)

Attest: W. H. VAN HORN,  
Resident Assistant Secretary.

(Exhibit "C.")

Filed in Superior Court, Pierce County, Wash.,  
Aug. 4, 1930. J. K. Scott, Clerk. By S. P., Deputy.  
[15]

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[Title of Court and Cause—No. 66,244.]

SPECIAL APPEARANCE OF COUNSEL.

We, the undersigned, hereby enter the appearance of the defendant, The Aetna Casualty and Surety Company, in the above-entitled cause and ourselves as its attorneys limited for the purpose of presenting a petition for removal of said cause



18    *The Aetna Casualty & Surety Company*

to the United States District Court for the Western District of Washington, Southern Division.

J. SPEED SMITH and  
HENRY ELLIOTT, Jr.,  
HENDERSON, CARNAHAN & THOMP-  
SON,

Attorneys for Defendant,  
412 Dexter Horton Building, Seattle, Washington.

Filed Aug. 4, 1930. [16]

---

[Title of Court and Cause—No. 66,244.]

NOTICE OF FILING PETITION AND BOND  
FOR REMOVAL OF CAUSE.

To the National Bank of Tacoma, Plaintiff, and  
Hayden, Langhorne & Metzger, Its Attorneys:

You and each of you will please take notice that the above-named defendant will on the 4th day of August, 1930, file in the office of the Clerk of the above-entitled court a petition and bond for the removal of said cause from said court to the United States District Court for the Western District of Washington, Southern Division, a copy of which petition and bond is herewith served upon you, and that on said day at the hour of 2 o'clock in the afternoon or as soon thereafter as its counsel can be heard, the defendant will present the

petition and bond to said court for an order of removal of said cause to the said District Court.

J. SPEED SMITH and  
HENRY ELLIOTT, Jr.,  
HENDERSON, CARNAHAN & THOMP-  
SON,

Attorneys for Defendant and Petitioner,  
412 Dexter Horton Building, Seattle, Washington.

Filed Aug. 4, 1930. [17]

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[Title of Court and Cause—No. 66,244.]

### PETITION FOR REMOVAL.

The petition of the above-named defendant respectfully shows to this court.

#### I.

That this cause was commenced in the above-entitled court on the 25th day of June, 1930, by the service of a copy of the summons and complaint herein upon the defendant through the office of the Insurance Commissioner of the State of Washington, and that the time to plead or demur to the said complaint has not expired under the laws of said state.

#### II.

That the action is one of civil nature at common law, to wit, a suit to recover against the defendant in damages for the alleged breach of a certain bond in writing which the defendant executed as surety.

## III.

That the matter and amount in dispute in the said suit exceeds, exclusive of interest and costs, the sum or value of Three Thousand Dollars (\$3,000.00), to wit: \$3,752.50, besides interest and costs of suit, all of which will more fully appear from the complaint in said action, which is hereby referred to and made a part hereof.

## IV.

That at the time of the commencement of the above-entitled action and ever since said time plaintiff was and now is a citizen and resident of the State of Washington, a corporation organized and existing under and by [18] virtue of the laws of the State of Washington, maintaining its office and place of business in Tacoma, Pierce County, State of Washington, and was and is a resident of the State of Washington.

## V.

That the defendant was at the time of the commencement of said action and ever since has been and now is a nonresident of the State of Washington, and a corporation foreign to said state and organized and existing under and by virtue of the laws of the State of Connecticut, maintaining its principal office and place of business in Hartford, Connecticut, and a citizen and resident of said State of Connecticut.

## VI.

That the defendant has given to the plaintiff in said action written notice of the filing and bearing of this petition.



VII.

That your petitioner files herewith a good and sufficient bond in the penal sum of Five Hundred Dollars (\$500.00) as provided by the law and statutes made and provided and conditioned that defendant will enter in the United States District Court for the Western District of Washington, Southern Division, within thirty days from the date of filing, this petition, a certified copy of the record in this action, and further condition for the payment of all costs which may be awarded by said court if the said District Court shall determine that this suit was wrongfully and improperly removed thereto.

WHEREFORE your petitioner prays that this court proceed no further herein except to order the removal of said cause to said United States District Court for the Western District of Washington, Southern Division, and to accept the bond presented herewith and direct a certified transcript of the records herein to be made for said District Court as provided by law by the Clerk of this court.

J. SPEED SMITH and  
HENRY ELLIOTT, Jr.,  
HENDERSON, CARNAHAN & THOMP-  
SON,

Attorneys for Petitioner,  
412 Dexter Horton Building, Seattle, Washington.

State of Washington,  
County of King,—ss.

Henry Elliott, Jr., being first duly sworn on oath, deposes and says: That he is one of the attorneys of record for the Aetna Casualty and Surety Company, a corporation, defendant in the above-entitled action, and makes this verification for and on behalf of said defendant for the reason that no other officer or agent of said corporation authorized to make said verification is now within the State of Washington, and that he is duly authorized to make said verification; that he has read the foregoing petition, noticed the contents thereof and believes the allegations therein contained to be true.

HENRY ELLIOTT, Jr.

Subscribed and sworn to before me this 1st day of August, 1930.

J. SPEED SMITH,  
Notary Public in and for the State of Washington,  
Residing at Seattle.

Filed Aug. 4, 1930. [20]

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[Title of Court and Cause—No. 66,244.]

### BOND ON REMOVAL.

KNOW ALL MEN BY THESE PRESENTS:

That we, the Aetna Casualty and Surety Company, a corporation under the laws of the State of Connecticut, as principal, and National Surety Company, a corporation organized and existing under the laws

of the State of New York and authorized to transact the business of surety in the State of Washington, as surety, are held and firmly bound unto the National Bank of Tacoma, plaintiff in the above-entitled cause, its successors and assigns in the sum of Five Hundred Dollars (\$500.00), lawful money of the United States of America for the payment of which, well and truly to be made we and each of us bind ourselves and each of us, our successors and assigns, jointly and severally, by these presents.

Dated at Seattle, Washington, on the 1st day of August, 1930.

The conditions of this obligation are such that

WHEREAS, the said The Aetna Casualty and Surety Company, a corporation, has petitioned the above-entitled court for the removal of a certain cause therein pending wherein the National Bank of Tacoma, a corporation, is plaintiff, and the Aetna Casualty and Surety Company, a corporation, is defendant, to the United States District Court for the Western District of Washington, Southern Division, for further proceedings on the grounds in said petition set forth, and that all further proceedings in said court be stayed.

NOW, THEREFORE, if the said Aetna Casualty and Surety Company, a [21] corporation, shall enter in said United States District Court, aforesaid, within thirty days from the date of filing said petition, a certified copy of the record in such suit, and shall pay or cause to be paid all costs that may be awarded therein by said United States

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District Court, if said court shall hold that said suit was wrongfully or improperly removed thereto, then this obligation shall be void, otherwise it shall remain in full force and effect.

THE AETNA CASUALTY AND SURETY  
COMPANY, a Corporation,

By J. SPEED SMITH and  
HENRY ELLIOTT, Jr.,

Its Attorneys,  
Principal.

[Corporate Seal]

NATIONAL SURETY COMPANY, a Cor-  
poration,

By J. H. LOBDELL,  
Surety,  
Attorney-in-fact.

The foregoing bond is hereby approved this 4  
day of August, 1930.

E. D. HODGE,  
Judge.

Filed Aug. 4, 1930.

Entered Book of Bonds Q, page 619. [22]

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[Title of Court and Cause—No. 66,244.]

ORDER FOR REMOVAL OF CAUSE.

This cause coming on duly and regularly for hearing upon the petition of the defendant herein for the removal of this cause to the United States District Court for the Western District of Washington, Southern Division, and it appearing to the

court that the cause is one of civil nature, and that the amount in dispute exceeds the sum of Three Thousand Dollars (\$3,000.00), and that the plaintiff is a citizen and resident of the State of Washington, and that the defendant is a citizen and resident of the State of Connecticut, and that the plaintiff has been given due notice of the filing and hearing of said petition, and that the defendant has filed with its said petition a good and sufficient bond approved by the court and conditioned as provided by law and the court being fully advised, it is now by the court

ORDERED that said petition be granted and that said cause be removed to the United States District Court for the Western District of Washington, Southern Division, and that the Clerk of this court make up a certified transcript of the records herein for said District Court as provided by law, and that there be no further proceedings herein.

Done in open court this 4 day of August, 1930.

E. D. HODGE,  
Judge.

Filed Aug. 4, 1930.

Entered Jour. 228, page 443. [23]

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[Title of Court and Cause—No. 66,244.]

CERTIFICATE ON REMOVAL TO U. S. DISTRICT COURT.

State of Washington,  
County of Pierce,—ss.

I, J. K. Scott, County Clerk, and by virtue of the



laws of the State of Washington, *Ex-officio* Clerk of the Superior Court of the State of Washington, in and for Pierce County, do hereby certify that I have compared the foregoing copy of the complaint; summons; note; general loan and collateral agreement (Exhibit "A"); invoice (Exhibit "B"); bond (Exhibit "C"); special appearance; notice; petition for removal; bond on removal; and order for removal of cause; to the United States District Court, for the Western District of Washington, Southern Division, at Tacoma, with the originals in the above-entitled action, now on file and of record in this office, and that the same is a true and correct copy of the whole and every part of the original record in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Superior Court at my office in the City of Tacoma, this 19th day of August, 1930.

[Seal of Superior Court]

J. K. SCOTT,  
County Clerk.

By Stella Parker,  
Deputy.  
E. R.

[Endorsed]: Filed Sep. 4, 1930. [24]

In the District Court of the United States of  
America, in and for the Western District of  
Washington, Southern Division.

No. 8176.

THE NATIONAL BANK OF TACOMA, a Na-  
tional Banking Corporation,

Plaintiff,

vs.

THE AETNA CASUALTY AND SURETY COM-  
PANY, a Corporation,

Defendant.

#### NOTICE OF REMOVAL.

To the Above-named Plaintiff and to Hayden,  
Langhorne & Metzger, its attorneys:

You and each of you are hereby notified that on  
the seventh day of August, 1930, by an order of the  
Superior Court for Pierce County the above-en-  
titled cause was duly removed from said court to  
the District Court of the United States for the  
Western District of Washington, Southern Division,  
and a transcript of the record of said cause was  
filed in said District Court of the United States on  
the 4th day of September, 1930.

Dated this 4th day of September, 1930.

J. SPEED SMITH and  
HENRY ELLIOTT, Jr.,  
HENDERSON, CARNAHAN & THOMP-  
SON,

Attorneys for Defendant,  
412 Dexter Horton Building,  
Seattle, Washington.

[Endorsed]: Filed Sept. 5, 1930. [25]

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[Title of Court and Cause—No. 8176.]

DEMURRER.

Comes now the defendant and demurs to the complaint herein upon the ground and for the reason that said complaint does not state facts sufficient to constitute a cause of action against the defendant.

J. SPEED SMITH and  
HENRY ELLIOTT, Jr.,  
HENDERSON, CARNAHAN & THOMP-  
SON,

Attorneys for Defendant,  
412 Dexter Horton Building,  
Seattle, Washington.

[Endorsed]: Filed Oct. 1, 1930. [26]

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[Title of Court and Cause—No. 8176.]

MOTION TO MAKE MORE DEFINITE AND  
CERTAIN.

Comes now the defendant and moves that the



court order the plaintiff to make its complaint herein more definite and certain in the following particulars, to wit:

I.

Referring to Paragraph IV, that the plaintiff be required to state more specifically, as nearly as possible, the exact date upon which plaintiff declined to consider such proposition, and the date upon which the said American Wood Pipe Company undertook and agreed as therein alleged.

II.

Referring to Paragraph V, that the plaintiff shall set forth therein whether the contract or order therein referred to was oral or in writing, and if not in writing, shall set forth therein a copy of same.

III.

Referring to the last five and one-half lines of Paragraph VI, that the plaintiff shall set forth therein the items and amounts covered by said "all other obligations of indebtedness to it of said Pipe Company."

IV.

Referring to Paragraph IX, that the plaintiff shall set forth [27] therein a true and correct itemized statement of the items and amounts of said loss or damage totalling Thirty-seven Hundred Fifty-two and 50/100 Dollars.

In the event the foregoing motion, or any part thereof, is denied, the defendant moves in the alternative that the plaintiff shall furnish the defendant

with a bill of particulars, setting out such information as therein sought to have set forth.

J. SPEED SMITH and  
HENRY ELLIOTT, Jr.,  
HENDERSON, CARNAHAN & THOMP-  
SON,

Attorneys for Defendant,  
412 Dexter Horton Building,  
Seattle, Washington.

Filed Oct. 1, 1930. [28]

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[Title of Court and Cause—No. 8176.]

ORDER ON DEFENDANT'S MOTION TO  
MAKE MORE DEFINITE AND CERTAIN  
AND DEMURRER SUSTAINING SAID  
MOTION IN PART, DENYING THE BAL-  
ANCE, AND OVERRULING DEMURRER.

This cause having heretofore come on regularly for argument upon the motion of the defendant to require the plaintiff to make its complaint more definite and certain and upon the demurrer of the defendant to the plaintiff's complaint herein, Henry Elliott, Jr., and Scott Z. Henderson of Henderson, Carnahan & Thompson, appearing for the defendant and in support of such motion and demurrer, and F. D. Metzger of Hayden, Langhorne & Metzgar, appearing for plaintiff in opposition thereto, and after oral argument the Court having taken the matter under advisement and briefs having been submitted by both parties and duly considered by

the Court and the Court having heretofore filed its memorandum ruling on said motion and demurrer and being now duly advised in the premises doth now and hereby in accordance with such memorandum rulings, ORDER, as follows:

1. That Paragraphs I and II of the defendant's motion to make more definite and certain be and the same are hereby severally denied. [29]

2. That Paragraphs III and IV of said motion to make more definite and certain be and the same are hereby severally granted.

3. That the defendant's demurrer to said complaint be and the same is hereby overruled.

4. That the plaintiff be and it is hereby allowed ten days from the date of the entry of this order within which to file an amended complaint.

Done in open court this 18th day of March, 1931.

EDWARD E. CUSHMAN,  
District Judge.

Plaintiff excepts. Exception allowed.

EDWARD E. CUSHMAN,  
Dist. Judge.

Okeh as to form.

HENRY ELLIOTT, Jr.,  
HENDERSON, CARNAHAN & THOMP-  
SON,

Attorneys for Defendant.

[Endorsed]: Filed Mar. 18, 1931. [30]

[Title of Court and Cause—No. 8176.]

EXCEPTIONS OF DEFENDANT TO ORDER  
OVERRULING DEMURRER AND PAR-  
TIALY DENYING MOTION TO MAKE  
MORE DEFINITE AND CERTAIN.

Comes now The Aetna Casualty and Surety Com-  
pany, a corporation, defendant herein, and excepts  
to the order of the Court on file herein on its mo-  
tion to make more definite and certain and upon its  
demurrer, in so far as said order denies Paragraph I  
of this defendant's motion to make more definite  
and certain and in so far as said order overrules  
the demurrer of this defendant to the complaint.

Dated, this 23d day of March, 1931.

J. SPEED SMITH and  
HENRY ELLIOTT, Jr.,  
HENDERSON, CARNAHAN & THOMP-  
SON,

Attorneys for Defendant.

The foregoing exceptions were presented in open  
court and are by the Court allowed.

Dated, this 23d day of March, 1931.

EDWARD E. CUSHMAN,  
District Judge.

[Endorsed]: Filed Mar. 23, 1931. [31]

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[Title of Court and Cause.]

AMENDED COMPLAINT.

Comes now the plaintiff herein and as its amended

complaint and for cause of action against the defendant, shows and alleges as follows, to wit:

I.

That at all the times hereinafter mentioned plaintiff was and now is a corporation organized and existing under and by virtue of the laws of the United States relative to national banks, having its principal place of business in Tacoma, in Pierce County, Washington, where it has been and is transacting a general banking business.

II.

That the defendant, The Aetna Casualty and Surety Company, at all the times hereinafter mentioned was and now is a foreign corporation, duly authorized to act as surety and to write insurance in the State of Washington, and having an office for the transaction of business, and where it was and is engaged in the transaction of business in Tacoma, in Pierce County, Washington; and that at all of said times P. V. Ceasar was and now is an agent of said defendant corporation, duly authorized and licensed to solicit and procure insurance [32] to be written by said company and was and now is a resident vice-president of said company, fully authorized and empowered to sign and execute on behalf of said defendant corporation any and all bonds and undertakings, including bonds of the kind and character hereinafter described; and that W. H. Van Horn was at all times hereinafter mentioned a resident assistant secretary of said defendant corporation, fully authorized and empowered



to affix the seal of said company to and attest on behalf of said company any and all bonds and undertakings.

### III.

That American Wood Pipe Company is a corporation organized and existing under and by virtue of the laws of the State of Washington and at all the times hereinafter mentioned up to April 19, 1929, was doing business at Tacoma, in Pierce County, Washington, and maintaining there a factory for the manufacture and sale of wood pipe and other wood products and for the needs of such business was required from time to time to borrow large sums of money from the plaintiff, and in connection with such borrowings did for a valuable consideration on or about the 8th day of August, 1921, execute and deliver to the plaintiff its General Loan and Collateral Agreement, a copy of which is attached to plaintiff's original complaint herein, marked Exhibit "A" and by this reference made a part hereof to all intents and purposes as fully as though set out herein at length.

That at all times since August 8th, 1921, said General Loan and Collateral Agreement has been and is in full force and effect, and by the terms thereof any security of whatsoever kind or nature furnished by said American Wood Pipe Company to the plaintiff for any of its indebtedness could be [33] and is held by the plaintiff not only as security for the particular indebtedness for or in connection with which the same was pledged, hypothecated or created, but also for any and all other

indebtedness, obligation or liability of said Pipe Company to the plaintiff how or whensoever created, incurred and/or evidenced.

#### IV.

That prior to January 21, 1929, said American Wood Pipe Company, being in need of financial assistance to enable it to continue in business and in operation and to enable it to execute and fill orders that might be received and accepted, requested the plaintiff to make from time to time advances against the earnings of orders that might thereafter be taken for execution, and the plaintiff declined to consider or entertain any such proposition and refused to agree to make any such loans or advances unless and until it should be furnished with a bond with an acceptable surety company as surety, guaranteeing to it the existence and *bona fides* of each such order and that the same would be filled and executed according to its terms and indemnifying it against any loss or damage which might result from nonfulfillment of the order according to its terms, and that to procure the necessary loans and advances, said American Wood Pipe Company undertook and agreed to provide such bond in connection with each such loan thereafter applied for.

#### V.

That thereafter and on January 21, 1929, in accordance with the basis of operation theretofore discussed, said American Wood Pipe Company applied to the plaintiff for a loan of \$3,375.00 against the future earnings of an alleged contract [34] be-

tween said Pipe Company and Twin Harbors Lumber Company, which latter was then and still is a wholly solvent corporation; said loan being applied for to enable said Pipe Company to continue in business and to carry out such order; and to obtain the loan or advance thus applied for said Pipe Company executed and delivered to the plaintiff an assignment of the proceeds or earnings of an alleged contract with Twin Harbors Lumber Company, copy of which assignment is annexed to plaintiff's complaint herein, marked Exhibit "B" and by this reference made a part hereof as fully and to all intents and purposes as though set out herein at length; and contemporaneously therewith and as part of the same transaction, furnished and delivered to the plaintiff a bond duly executed by it as principal and the defendant, The Aetna Casualty and Surety Company, as surety, in the penal sum of \$4,000.00, copy of which bond is annexed to plaintiff's complaint herein, marked Exhibit "C" and by this reference made a part hereof as fully and to all intents and purposes as though set out herein at length.

That said bond was executed, issued and delivered, by the defendant herein for a valuable consideration and with knowledge and intent that it would be delivered to the plaintiff an obligee named therein, as a basis of credit and as indemnity against any loss which the plaintiff might sustain by reason of the failure of the said American Wood Pipe Company to perform the contract hereinabove and in said bond referred to and described according to the

terms thereof and with intent and knowledge that the plaintiff should and would rely thereon for such indemnity and for the truth of the facts in said bond recited as to the existence, nature and terms of the [35] contract described.

## VI.

That the plaintiff believing the recitals of said bond as to the existence, nature and terms of said contract to be true, and relying thereon and upon the indemnity thereby agreed and intended to be provided, accepted said bond and the assignment of the proceeds of the contract therein referred to, and so believing and relying, paid a valuable consideration for such assignment, to wit, by loaning or advancing to said American Wood Pipe Company the sum of \$3,375.00, which loan or advance was evidenced by the promissory note of said American Wood Pipe Company then contemporaneously made, executed and delivered by said Pipe Company to this plaintiff, copy of which note is annexed to plaintiff's complaint herein, marked Exhibit "D" and by this reference made a part hereof as fully and to all intents and purposes as though set out herein at length; that except for said recitals in said bond and representations thereby made by the defendant herein to the plaintiff, plaintiff would not have made said loan or advance nor accepted said assignment which was taken as security not only for the moneys advanced and loaned to the American Wood Pipe Company contemporaneously with the acceptance of the assignment and bond, but also in accordance with the terms of the General Loan and Collateral



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Agreement hereinabove referred to for any and all other obligations or indebtedness to it of said Pipe Company, on which there is due and unpaid an amount largely in excess of the penalty of said bond; that an itemized statement of such other obligations or indebtedness upon which there now remains unpaid the sum of \$101,869.87, is hereto annexed, marked Exhibit "E" and made a part hereof [36] by this reference as fully and to all intents and purposes as though set out herein at length.

### VII.

That said American Wood Pipe Company wholly failed and neglected to carry out and perform said alleged contract with said Twin Harbors Lumber Company in said bond described and referred to, either within the time specified in said contract or at all; and as plaintiff is informed and believes there was in truth and in fact no such written order from or contract with said Twin Harbors Lumber Company and that the recitals in said bond and the representations thereby made by the defendant herein as to said alleged contract where wholly false.

### VIII.

That thereafter and on or about the 19th day of April, 1929, said American Wood Pipe Company became wholly insolvent, suffered a receiver to be appointed of its business and affairs and to wind up the same, and that no part of the loan or advance made by this plaintiff in reliance upon said false and fraudulent representations was repaid by said American Wood Pipe Company prior to said re-



ceivership or has been since or will hereafter be repaid by said receiver, and that no part of the proceeds of the alleged contract so assigned to this plaintiff has been or will be paid to it.

IX.

That by reason of the matters and things hereinbefore alleged plaintiff sustained loss and damage in the sum of \$3,673.50, being the net amount which if said order or contract had been performed would have been paid to it under and according to the terms of the contract or invoice, the [37] proceeds of which were assigned to the plaintiff, as hereinbefore alleged, after deduction of the 2% discount and 5% commission allowed by said invoice; that Twin Harbors Lumber Company sustained no loss or damage and has not asserted and is not asserting any claim of loss or damage under or against said bond.

X.

That plaintiff has heretofore demanded of the defendant payment of its said loss and damage in accordance with the intent and tenor of said bond and the defendant has heretofore generally denied any and all liability whatsoever upon said bond and has wholly failed and refused to pay to the plaintiff its said loss or any part thereof and accordingly there is now due and owing to the plaintiff from the defendant the full sum of \$3,673.50, with interest at 6% per annum from January 21, 1929, until paid.

WHEREFORE, plaintiff prays judgment against the defendant for said sum of \$3,673.50, with inter-

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est at 6% per annum from January 21, 1929, until paid, and for its costs and disbursements herein caused to be expended.

HAYDEN, LANGHORNE & METZGER,  
Attorneys for Plaintiff,  
Office and Post Office Address: 523 Tacoma Building, Tacoma, Washington. [38]

## EXHIBIT "E."

Detail of Obligations or Indebtedness of American Wood Pipe Company to The National Bank of Tacoma.

Note No.	Date.	Character of Note.	Amount.
66732	6- 2-28	Assnd. Inv. on Grays Harbor Pulp Co.	\$2,800.00
66799	6- 5-28	"    "    "    "	3,400.00
66860	6- 6-28	"    "    "    James H. Coyne	1,425.68
66861	6- 6-28	"    "    "    Grays Harbor Pulp Co.	3,075.00
66902	6- 7-28	"    "    "    "	2,900.00
66939	6- 8-28	"    "    "    "	2,975.00
67027	6-11-28	"    "    "    "	3,075.00
67162	6-13-28	"    "    "    James H. Coyne	2,713.93
67524	6-21-28	"    "    "    Grays Harbor Pulp Co.	1,910.00
67709	6-25-28	"    "    "    James H. Coyne	5,400.00
67757	6-26-28	"    "    "    Grays Harbor Pulp Co.	4,000.00
68056	7- 3-28	"    "    "    James H. Coyne	4,500.00
68342	7-11-28	"    "    "    "	4,500.00
68588	7-19-28	"    "    "    Grays Harbor Pulp Co.	2,710.00
69112	8- 2-28	"    "    "    James H. Coyne	3,160.00
70138	8-30-28	"    "    "    "	2,585.00
71027	9-22-28	"    "    "    American Dist. Steam Co.	730.00
71084	9-24-28	"    "    "    "	1,315.00
71419	10- 3-28	"    "    "    Fred L. Harris	700.00
71476	10- 4-28	"    "    "    Utah Lake District Co.	525.00
71704	10-10-28	"    "    "    Washington B. R. & Lime Co.	180.00
72172	10-23-28	"    "    "    American Dist. Steam Co.	1,180.00
72522	11- 1-28	"    "    "    "	1,320.00

Note No.	Date.	Character of Note.		Amount.
72804	11- 8-28	Assnd.	Inv. on Dept. Fisheries & Game	\$1,025.00
72877	11-11-28	"	" " Smuggler Mining Co.	1,425.00
72945	11-13-28	"	" " "	2,325.00
73009	11-14-28	"	" " "	1,800.00
73116	11-16-28	"	" " Wenatchee Vinegar Co.	590.00
[40]				
73256	11-20-28	"	" " Wenatchee Vinegar Co.	1,220.00
73257	11-20-28	"	" " Tum a Lum Lumber Co.	2,680.00
73317	11-30-28	"	" " H. A. Browning Lumber Co.	6,585.00
73432	11-23-28	"	" " "	340.00
73747	12- 3-28	"	" " American Dist. Steam Co.	1,920.00
73813	12- 3-28	"	" " A. B. Fosseen & Co.	3,230.00
73916	12- 5-28	"	" " American Ldy Machine Co.	3,750.00
73980	12- 7-28	"	" " Western Union Telegraph Co.	260.00
74050	12-10-28	"	" " H. A. Browning Lumber Co.	180.00
74148	12-11-28	"	" " "	530.00
74187	12-12-28	"	" " U. S. Indian Irrig. Service	6,800.00
74267	12-14-28	"	" " Twin Harbors Lumber Co.	3,100.00
74357	12-17-28	"	" " Town of Goldendale	2,035.00
74418	12-18-28	"	" " Twin Harbors Lumber Co.	3,325.00
74464	12-19-28	"	" " Taylor Building Co.	235.00
74512	12-20-28	"	" " Twin Harbors Lumber Co.	3,590.00
74601	12-22-28	"	" " H. A. Browning Lumber Co.	2,090.00
74673	12-24-28	"	" " Continental Pipe Mfg. Co.	220.00
74708	12-26-28	"	" " H. A. Browning Lumber Co.	1,390.00
74820	12-29-28	"	" " Manton & Hart	3,300.00
74947	1- 2-29	"	" " Twin Harbors Lumber Co.	3,270.00
74980	1- 3-29	"	" " "	2,235.00
75061	1- 5-29	"	" " Henry D. Davis Lumber Co.	925.00
75063	1- 5-29	"	" " Twin Harbors Lumber Co.	2,000.00
75107	1- 7-29	"	" " Frank Porter Lumber Co.	1,870.00
75146	1- 8-29	"	" " Rainier Pulp & Paper Co.	175.00
75147	1- 8-29	"	" " Wheeler Lbr. Bridge Sup. Co.	2,010.00
75187	1- 9-29	"	" " Ira S. Harding	1,830.00
75245	1-10-29	"	" " Twin Harbors Lumber Co.	2,135.00
75256	1-11-29	"	" " Midland Lbr. & Mfg. Co.	325.00

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Note No.	Date.	Character of Note.			Amount.
75305	1-12-29	Assnd.	Inv. on	Weyerhaeuser Tbr. Co.	\$185.00
[41]					
75340	1-14-29	"	"	" National Sugar Mfg. Co.	17,100.00
75395	1-15-29	"	"	" Wheeler Lbr. Bridge Sup. Co.	1,820.00
75396	1-15-29	"	"	" Twin Harbors Lumber Co.	3,545.00
75470	1-17-29	"	"	" American Car & Foundry Co.	1,360.00
75471	1-17-29	"	"	" Twin Harbors Lumber Co.	1,350.00
75523	1-19-29	"	"	" Town of Orting	2,790.00
	1-21-29	Demand Note			500.00
75585	1-21-29	Assnd.	Inv. on	Twin Harbors Lumber Co.	840.00
75617	1-22-29	"	"	" Wheeler Lbr. Bridge & Sup. Co.	1,290.00
75668	1-23-29	"	"	" Ralph L. Smith Lbr. Co.	2,215.00
75698	1-24-29	"	"	" Wheeler Lbr. Bridge & Sup. Co.	1,970.00
75788	1-26-29	"	"	" U. S. Indian Irrig. Service	1,690.00
75822	1-28-29	"	"	" E. F. Benson	1,025.00
75823	1-28-29	"	"	" Radph L. Smith Lbr. Co.	1,085.00
75830	1-29-29	"	"	" Town of Toledo	2,160.00
75928	1-31-29	"	"	" Wheeler Lbr. Bridge & Sup. Co.	400.00
75961	2- 1-29	"	"	" "	1,710.00
75987	2- 2-29	"	"	" Oregon Casket Co.	1,000.00
76038	2- 4-29	"	"	" Ralph L. Smith Lbr. Co.	3,300.00
76039	3- 4-29	"	"	" Rainier Pulp & Paper Co.	425.00
76069	2- 5-29	"	"	" Twin Harbors Lumber Co.	2,925.00
76127	2- 6-29	"	"	" "	1,275.00
76187	2- 7-29	"	"	" "	2,400.00
76207	2- 8-29	"	"	" Ralph L. Smith Lbr. Co.	3,050.00
76244	2- 9-29	"	"	" Wheeler Lbr. Bridge & Sup. Co.	2,800.00
76300	2-11-29	"	"	" Twin Harbors Lumber Co.	2,000.00
76354	2-13-29	"	"	" "	2,540.00
76437	2-15-29	"	"	" Rainier Pulp & Paper Co.	3,600.00
76544	2-18-29	"	"	" Wheeler Lbr. Bridge & Sup. Co.	1,515.00
76545	2-18-29	"	"	" Foster-Isaacson Co.	1,620.00
76571	2-19-29	"	"	" Twin Harbors Lumber Co.	3,075.00
[42]					
76618	2-10-29	"	"	" Wheeler Lbr. Bridge & Sup. Co.	2,125.00
76648	2-21-29	"	"	" Twin Harbors Lumber Co.	1,530.00
76683	2-23-29	"	"	" "	1,335.00



Note No.	Date.	Character of Note.		Amount.
76766	2-25-29	Assnd.	Inv. on Rainier Pulp & Paper Co.	\$3,850.00
76848	2-27-29	"	" " Ralph L. Smith Lumber Co.	2,050.00
76901	2-28-29	"	" " Rainier Pulp & Paper Co.	3,240.00
76981	3- 2-29	"	" " Modern Electric Water Co.	1,550.00
76982	3- 2-29	"	" " Consumers Co.	155.00
76983	3- 2-29	"	" " Ellensburg Gas & Water Co.	530.00
77038	3- 4-29	"	" " St. Paul & Tacoma Lbr. Co.	340.00
77054	3- 5-29	"	" " Oroville Tonasket Irrig. Co.	630.00
77055	3- 5-29	"	" " Tacoma Land & Imp. Co.	100.00
77091	3- 5-29	"	" " C. E. Blackwell Co.	205.00
77092	3- 5-29	"	" " Federal Mining Co.	1,800.00
77128	3- 6-29	"	" " Lord & Bushnell Co.	1,415.00
77177	3- 7-29	"	" " Grants Pass Irrig. Dist.	1,560.00
77199	3- 8-29	"	" " D. P. Slater	300.00
77200	3- 8-29	"	" " Rainier Pulp & Paper Co.	285.00
77227	3- 9-29	"	" " Little River Redwood Co.	1,275.00
77322	3-11-29	"	" " "	955.00
77323	3-11-29	"	" " Sunny Point Packing Co.	635.00
77349	3-11-29	"	" " Department of Interior	355.00
77403	3-13-29	"	" " Wenatchee Heights Rec. Dist.	970.00
77465	3-14-29	"	" " Des Chutes River Saw Mill	640.00
77515	3-15-29	"	" " Lord & Bushnell Co.	1,310.00
77553	3-16-29	"	" " Olympia G. & C. Co.	910.00
77669	3-19-29	"	" " Lockwood Canady Irrig. Dist.	925.00
77670	3-19-29	"	" " J. Bouska & Son	260.00
77671	3-19-29	"	" " Mutual Irrigation Co.	450.00
77672	3-19-29	"	" " Orondo Water & Land Co.	615.00
77710	3-20-29	"	" " Duncanson & Harrilson	1,385.00
[43]				
78088	3-23-29	"	" " Northern Pacific Ry. Co.	65.00
78089	3-29-29	"	" " Country Homes Water Co.	375.00
78175	4- 2-29	"	" " City of Centralia	355.00
78241	4- 4-29	"	" " Dept. of Int. Indian Service	570.00
78242	4- 4-29	"	" " Mackey & Skinner	1,545.00
78243	4- 4-29	"	" " Clemons Logging Co.	240.00
78290	4- 5-29	"	" " F. Cushing Moore	1,540.00



# 44    *The Aetna Casualty & Surety Company*

Note No.	Date.	Character of Note.		Amount.
78291	4- 5-29	Assnd.	Inv. on Henry Lbr. Co.	\$1,390.00
78378	4- 8-29	"	" " Morris Hardware Co.	1,600.00
78379	4- 6-29	"	" " Western Public Service Co.	290.00
78422	4- 9-29	"	" " White Mfg. Co.	275.00
78423	4- 9-29	"	" " Town of Steilacoom	245.00
78453	4- 9-29	"	" " Bay View Packing Co.	1,245.00
78473	4-11-29	"	" " Tacoma Land & Imp. Co.	120.00
78474	4-11-29	"	" " Potlatch Lumber Co.	130.00
78530	4-12-29	"	" " Intermountain Water & Pwr. Co.	250.00
78531	4-11-29	"	" " Town of Coulee City	90.00
78542	4-13-29	"	" " City of Forsyth	1,890.00
78589	4-15-29	"	" " R. M. Johnston	440.00
78639	4-16-29	"	" " American Smelting & Rfg. Co.	725.00
78675	4-17-29	"	" " Tacoma Country & Golf Club	320.00
78676	4-17-29	"	" " Country Homes Water Co.	95.00
78681	4-17-29	"	" " Gailbrath Bros.	75.00
78682	4-17-29	"	" " Boise Payette Lumber Co.	320.00
75618	1-22-29	"	" " City of Bremerton	220.00
75927	1-31-29	"	" " Twin Harbors Lumber Co.	975.00

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Total .....\$251,429.61

[Endorsed]: Filed Apr. 1, 1931. [44]

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[Title of Court and Cause—No. 8176.]

## ANSWER TO AMENDED COMPLAINT.

Comes now the defendant, and for its answer to the amended complaint herein, admits, denies and alleges:

### I.

Answering Paragraph Two, the defendant admits each and every allegation therein contained, save and except that it denies that said P. V. Caesar and W. H. Van Horn were authorized to sign, execute

or attest any of all bonds and undertakings on behalf of the defendant.

## II.

Answering Paragraph Three, the defendant alleges that it has not sufficient knowledge or information to form a belief as to the truth or falsity of the allegations as to how long said general loan and collateral agreement has been in effect, and whether the same is now in effect, and as to whether any security furnished by said Pipe Company to the plaintiff could be held as security for any indebtedness of said Pipe Company to the plaintiff, and therefore, denies said allegations on information and belief in order to put the plaintiff on proof thereof. [45]

## III.

Answering Paragraph Four, the defendant denies each and every allegation therein contained.

## IV.

Answering Paragraph Five, the defendant denies each and every allegation therein contained, save and except that on or about the 21st day of January 1929, the defendant, as surety, executed and delivered to the American Wood Pipe Company said bond, a copy of which is attached to the complaint and marked Exhibit "C."

## V.

Answering Paragraph Six, the defendant denies each and every allegation therein contained, save and except that as to the allegations that the plain-

tiff loaned to the American Wood Pipe Company the sum of \$3,375.00 at said time, and took said note therefor, and as to whether there is due and unpaid any sum to the plaintiff from the American Wood Pipe Company, the defendant alleges that it does not have sufficient information or knowledge to form a belief as to the truth or falsity of said allegations, and therefore denies the same in order to put the plaintiff upon its proof.

## VI.

Answering Paragraph Seven, the defendant denies each and every allegation therein contained, save and except as to said allegation as to the non-existence of the said written order, and alleges that it has not sufficient knowledge or information to form a belief as to the truth or falsity of said allegation, and therefore denies the same in order to put the plaintiff upon its proof, and the defendant further specifically denies that the defendant made any representations [46] whatsoever in or concerning said bond.

## VII.

Answering Paragraph Eight, the defendant denies each and every allegation therein contained, save and except that said American Wood Pipe Company became insolvent, and that on or about the 19th day of April, 1929, a Receiver was appointed to wind up and liquidate its business and affairs, and as to said allegation that said Wood Pipe Company has repaid or will repay any part of said alleged loan, the defendant does not have sufficient knowledge or information to form a belief as to the truth

or falsity of said allegations, and therefore denies the same in order to put the plaintiff upon its proof.

### VIII.

Answering Paragraphs Nine and Ten the defendant denies each and every allegation therein contained, save and except that the plaintiff did make a demand upon the defendant under said bond.

For a further answer and by way of a first affirmative defense, defendant alleges that the plaintiff was a party obligee to said bond and at all times knew, or by the exercise of reasonable diligence should have known, the facts as to the existence or nonexistence of the order referred to in said bond, and by virtue of such knowledge and the recitals contained in said bond, and the acceptance of said bond by the plaintiff containing the recitals therein, the plaintiff represented that such an order was in existence and is now estopped to deny such recitals and representations. [47]

For a further answer and by way of a second affirmative defense, the defendant alleges that if the plaintiff loaned to the American Wood Pipe Company the said sum of \$3,375.00 on the 21st day of January, 1929, that the said loan was not made for the purpose of enabling the American Wood Pipe Company to perform the contract or order referred to in said bond, and that the money so loaned was not, nor any part thereof, used for that purpose, and that said loan was made as a general loan and in reliance upon other securities held by the plaintiff, and belonging to the said American Wood Pipe

Company in a large amount, the exact character and amount being within the knowledge of the plaintiff, and that the plaintiff has at no time advanced to the American Wood Pipe Company any sum of money whatsoever to be used, and which was used, in the filling of said contract or order.

For a further answer and by way of a third affirmative defense, the defendant alleges that all of the representations and agreements alleged by the plaintiff to have been made by the defendant concerning the existence of orders or contracts, or that said bond was given as a basis of credit and as indemnity against any loss that might be sustained by the plaintiff on account of loans or advances, were oral representations and agreements which the plaintiff now claims that the defendant made, and on the basis of such alleged oral representations and agreements the plaintiff seeks to hold the defendant for the debt, default or misdoings of the American Wood Pipe Company, and that said alleged representations and agreements are therefore in violation of the statute of frauds, because they are not in writing, and are therefore, void and of no [48] force and effect.

WHEREFORE, having fully answered the amended complaint herein, the defendant prays that the above-entitled action be dismissed, and that it



have judgment for its costs and disbursements herein.

J. SPEED SMITH and  
HENRY ELLIOTT, Jr.,  
HENDERSON, CARNAHAN & THOMP-  
SON,

Attorneys for Defendant,  
1414 Puget Sound Bank Bldg., Tacoma, Wash-  
ington.

[Endorsed]: Filed Apr. 8, 1931. [49]

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[Title of Court and Cause—No. 8176.]

### REPLY.

Comes now The National Bank of Tacoma, plain-  
tiff herein, and for reply to the defendant's answer  
to plaintiff's amended complaint denies generally  
any and all affirmative matter contained in such  
answer, and further:

#### I.

For reply to the so-called first affirmative defense  
contained in said answer, denies the same and each  
and every allegation therein contained, and alleges:  
That plaintiff relied on the bond in the complaint  
herein described and upon the recitals therein con-  
tained; that the defendant knew and intended that  
the plaintiff should rely thereon for the truth of the  
recitals therein contained and for the existence of  
the order referred to and the terms thereof, and  
knew that the bank did so rely thereon, and is  
estopped, not only by reason of the said bond and

the representations therein contained, but also by its conduct in the premises, to question or deny or base any defense upon the fact with respect to the order for materials being otherwise than as stated in said bond.

## II.

Replying to the second affirmative defense, plaintiff [50] denies each and every allegation therein contained and the whole thereof.

## III.

Replying to the third affirmative defense, plaintiff denies each and every allegation therein contained and the whole thereof.

WHEREFORE, having made full reply, plaintiff prays judgment in accordance with the prayer of its complaint herein.

HAYDEN, LANGHORNE & METZGER,

Attorneys for Plaintiff,

Office and Post Office Address:

523 Tacoma Building, Tacoma, Wash.

Filed May 5, 1931. [51]

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[Title of Court and Cause—No. 8176.]

## VERDICT.

We, the jury in the above-entitled action, do find in favor of the plaintiff, The National Bank of Tacoma, a corporation, and against the defendant, The Aetna Casualty and Surety Company, a corporation, in the sum of \$4,244.36, being instructed by the Court so to do.

Dated this 13th day of November, 1931.

A. M. ANGOVE,  
Foreman.

[Endorsed]: Filed Nov. 13, 1931. [52]

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In the District Court of the United States for the  
Western District of Washington, Southern  
Division.

No. 8176.

THE NATIONAL BANK OF TACOMA, a Na-  
tional Banking Corporation,

Plaintiff,

vs.

THE AETNA CASUALTY AND SURETY COM-  
PANY, a Corporation,

Defendant.

### JUDGMENT.

This cause having heretofore come on regularly for trial before the undersigned, plaintiff appearing by its officers and by its attorneys, F. D. Metzger and A. E. Blair, of the firm of Hayden, Langhorne & Metzger, and the defendant appearing by its attorneys, Scott Z. Henderson of the firm of Henderson, Carnahan & Thompson and Henry Elliott, Jr., and a jury having been duly impaneled and sworn, and plaintiff having offered evidence, both oral and documentary in support of its amended complaint and rested, and the defendant having rested its case without the introduction of any testimony;

and the Court having granted plaintiff's motion for a directed verdict in favor of the plaintiff and against the defendant and the jury having duly and regularly returned its verdict pursuant to the instructions of the court, finding in favor of the plaintiff and against the defendant for the sum of \$4,244.36, which verdict was duly received and filed in open court;

And the cause coming on now to be heard upon the application of the plaintiff by and through its said attorneys for judgment upon and in accordance with said verdict, and [53] the court being otherwise duly advised in all the premises DOTH NOW AND HEREBY ORDER AND ADJUDGE that the plaintiff, The National Bank of Tacoma, a national banking corporation, do have and recover judgment of and from the defendant, The Aetna Casualty and Surety Company, a corporation, in the sum of four thousand two hundred forty-four and 36/100 (\$4,244.36) dollars, and for its costs to be taxed herein in the manner provided by law, and that execution issue therefor.

Done in open court this 21st day of November, 1931.

EDWARD E. CUSHMAN,  
Judge.

Copy received Nov. 18, 1931.

HENDERSON, CARNAHAN & THOMP-  
SON,

HENRY ELLIOTT, Jr.,  
Attys. for Defendant.

Defendant excepts to the foregoing judgment and each and every part thereof, which exception is hereby allowed.

EDWARD CUSHMAN,  
Judge.

[Endorsed]: Filed Nov. 21, 1931. [54]

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[Title of Court and Cause—No. 8176.]

ORDER EXTENDING TIME TO AND INCLUDING JANUARY 12, 1932, TO FILE BILL OF EXCEPTIONS.

Upon stipulation of the parties hereto, IT IS ORDERED, that the time in which defendant may serve and file a proposed bill of exceptions herein be and the same is hereby extended up to and including the 12th day of January, 1932.

Done in open court, this 21st day of November, 1931.

EDWARD E. CUSHMAN,  
District Judge.

[Endorsed]: Filed Nov. 21, 1931.

G. O. B. #8, pg. 612. [55]

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[Title of Court and Cause—No. 8176.]

MOTION OF DEFENDANT TO VACATE THE JUDGMENT, SET ASIDE THE VERDICT AND GRANT DEFENDANT A NEW TRIAL.

Comes now the above-named defendant and re-



pectfully moves and petitions this Honorable Court to vacate the judgment, set aside the verdict rendered herein, and entered in favor of the plaintiff and against the defendant, and grant the defendant a new trial herein upon the following grounds and for the following reasons:

### I.

Errors in law occurring at the trial and excepted to at the time by the defendant in, amongst others, the following particulars:

(a) Plaintiff was permitted to introduce in evidence a document dated August 8, 1921, the same being a general collateral trust agreement executed by the American Wood Pipe Company to the plaintiff bank, and to show that the American Wood Pipe Company was indebted to plaintiff in large sums before the bond involved in this case was written.

(b) The plaintiff was permitted to introduce evidence that prior to the writing of the bond in question it was the practice of the Wood Pipe Company to borrow money on bills of lading and assigned invoices, showing goods shipped to its customers.

(c) The plaintiff was further permitted to introduce testimony that sometime in 1928, the Wood Pipe Company made application to the bank for loans on advances against shipments [56] before shipments were actually made, and offered to secure an indemnity bond to guaranty delivery of the goods.

(d) The plaintiff was permitted to offer testi-

mony that the bank officials informed the Wood Pipe Company that the indemnity bond must cover two things; first, that there was a written and enforceable order, and second, the order would be fulfilled according to its terms.

(e) The plaintiff was permitted to offer testimony as to its construction of the bond before it was written.

(f) The plaintiff was permitted to introduce testimony that on December 26, 1928, the bank held similar bonds of the defendant in the sum of \$37,000.00.

(g) The plaintiff was permitted to offer testimony that the plaintiff expected to receive the full amount of the assigned invoice, to wit, \$3,950.00.

(h) The court refused to permit the defendant to show that the claimed advance covered money which the plaintiff itself applied against the overdraft of the Wood Pipe Company at that time, and did not constitute a loan of money.

(i) The plaintiff was permitted to introduce testimony contradicting the recitals of the bond to the effect that there was a written order.

(j) The court should have granted the motion of the defendant for a dismissal of the action at the end of the plaintiff's case.

(k) The court erred in denying defendant's motion for a directed verdict at the end of the plaintiff's case.

(l) The court erred in granting the plaintiff's motion for a directed verdict after the defendant rested.

(m) The court erred in directing a verdict in favor of the plaintiff. [57]

(n) The court erred in directing the jury to find a verdict in the sum of \$4,244.36.

WHEREFORE, the defendant prays that this court will review the errors hereinbefore pointed out, and will vacate the verdict and the judgment entered thereon, and grant this defendant a new trial.

HENDERSON, CARNAHAN & THOMP-  
SON,

J. SPEED SMITH and  
HENRY ELLIOTT, Jr.,

Attorneys for Defendant,  
412 Dexter Horton Building, Seattle, Washington.

[Endorsed]: Filed Dec. 28, 1931. [58]

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[Title of Court and Cause—No. 8176.]

ORDER DENYING MOTION TO VACATE  
JUDGMENT.

This cause coming on to be heard upon the motion of the defendant to vacate the judgment heretofore entered herein and to grant a new trial, F. D. Metzger of Hayden, Metzger & Blair formerly Hayden, Langhorne & Metzger, appearing on behalf of the plaintiff, and S. Z. Henderson of Henderson, Carnahan & Thompson appearing on behalf of the defendant; and said motion having been submitted without argument and the court being duly advised in the premises

DOTH NOW AND HEREBY ORDER that said motion be and the same is hereby in all respects denied.

Done in open court this 4th day of January, 1932.

EDWARD E. CUSHMAN,  
Judge.

The defendant excepts to the ruling embodied in the foregoing order and its exception is hereby allowed.

EDWARD E. CUSHMAN,  
Judge.

[Endorsed]: Filed Jan. 4, 1932. [59]

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[Title of Court and Cause—No. 8176.]

### ORDER EXTENDING TERM.

This cause being regularly before the court upon the proposed bill of exceptions of the defendant and the proposed amendments of the plaintiff thereto; and it appearing to the court that a judgment of this court in favor of the plaintiff was filed herein on the 21st day of November, 1931, less than ninety days from the time when the next term of this court will commence;

And it further appearing that it is the purpose and intention of the defendant herein to apply to this court for a writ of error to the Circuit Court of Appeals of the Ninth Circuit, and the plaintiff being represented at this hearing by its attorneys, and the defendant being represented at this hearing by its attorneys:

IT IS ORDERED: That this Court will retain jurisdiction over this cause beyond the expiration of the present term of this court for all purposes and particularly for the purpose of settling a bill of exceptions herein, allowing a writ of error herein, and fixing the amount of a cost and supersedeas bond herein, should a writ of error be allowed.

Done in open court, this 30th day of January, 1932.

EDWARD E. CUSHMAN,  
District Judge.

[Endorsed]: Filed Jan. 30, 1932. [60]

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[Title of Court and Cause—No. 8176.]

#### DEFENDANT'S BILL OF EXCEPTIONS.

BE IT REMEMBERED that on the trial of this cause in this court at the July term of 1931, the Honorable Edward E. Cushman presiding, the plaintiff appearing by its counsel, Hayden, Langhorne & Metzgar, Fred G. Metzgar and A. E. Blair, the defendant appearing by its counsel, Henderson, Carnahan & Thompson, Scott Z. Henderson and J. Speed Smith and Henry Elliott, Jr., commencing on November 12, 1931, to wit:

A jury was empanelled and sworn according to law to try the cause.

(Pursuant to oral stipulation the trial court ruled that said cause should be consolidated with causes



numbers 8177 and 8179 between the above named plaintiff and defendant, in the same court, for purposes of trial, for the reason that each of said causes involved a suit between the same parties upon similar bonds.)

Mr. Metzger, of counsel for plaintiff, thereupon made his opening statement to the jury and the defendant, through its counsel, Mr. Henderson, reserved his statement.

Thereupon the plaintiff to sustain the issues upon its part offered testimony of witnesses and documentary evidence as follows:

#### TESTIMONY OF P. V. CAESAR, FOR PLAINTIFF.

P. V. CAESAR, produced as a witness by the plaintiff, being first duly sworn, testified on direct examination: [71]

I live in the city of Tacoma, have lived here for 42 years. I am in the insurance business. I sign bonds for the Aetna Casualty and Surety Company as resident assistant vice-president and resident assistant secretary. I was such in 1928 and 1929, signing bonds of various kinds for that company. I was associated with H. E. Anderson & Company at that time, which was the general agency of the company.

(Certified copy of charter of the defendant company marked Plaintiff's Exhibit 1 admitted in evidence.

Certified copy of authority of Mr. Caesar as resi-

(Testimony of P. V. Caesar.)

dent vice-president marked Plaintiff's Exhibit 2, admitted in evidence.

Certified copy of certificate of authority of the state insurance commission to the defendant company marked Plaintiff's Exhibit 3, admitted in evidence).

A. A. Goetz had the title of resident assistant secretary for the defendant company. She was an employee of R. E. Anderson and Company.

(Certified copy of power of attorney of A. A. Goetz marked Plaintiff's Exhibit 4 admitted in evidence.)

W. H. Van Horn is vice-president of R. E. Anderson Company, and sometimes signs as resident vice-president. He also signed as resident assistant secretary.

(Certified copy of powers of attorney to Mr. Van Horn marked Plaintiff's Exhibits 5 and 6 admitted in evidence.)

I could not state precisely, but I have been agent or attorney in fact for the Aetna Casualty and Surety Company for about 14 years,—all the time in the city of Tacoma. I am acquainted with the National Bank of Tacoma and its officers. I know Mr. Mattison and Mr. Pierce. I do not recollect how long. I knew them for many years prior to 1928. In January, 1929, the National Bank of Tacoma had its offices on 12th and Pacific, where they are now, back of this courtroom on Pacific Avenue. I do not know what their charter is, but I presume they were engaged exclusively in the

(Testimony of P. V. Caesar.)

banking business at that time, receiving money on deposits and loaning money and effect— [72] exchange of money,—general banking business.

Document handed to me is bond executed by me as assistant vice-president and by Miss Goetz. I haven't got the application upon which this bond was issued, but I presume it is there.

(Bond referred to marked Plaintiff's Exhibit 7 admitted in evidence.)

Yes, sir, that is the application upon which this bond was issued. I could not state where the application was made up, I did not make it up. I could not state when I first saw it. In all probability I saw it before I executed it. I would not swear to that. I cannot state specifically on any one bond where it was executed, but they practically all were executed in my office. The applications were not executed in there. The typewriting was done in my office, but the bonds were not necessarily signed there. Usually Mr. Morell came for the bonds and he and Mr. Happy signed and executed them on behalf of the American Woodpipe Company. I never saw the execution of the bond, itself, so I would not want to say, but I know the application—Mr. Happy's office is very close to R. E. Anderson, but has nothing to do with it. The application for the bond itself was usually made up on telephone information which came from the American Woodpipe Company to our office. The National Bank of Tacoma had nothing to do with the application for the bond. I do not know

(Testimony of P. V. Caesar.)

anything about what their connection was I did not know they had any part in it. I do not think they made any representations to us for the issuance of any of these bonds. I am trying to remember. I do not think so.

(Application referred to marked Plaintiff's Exhibit 8 admitted in evidence.)

Yes, I executed bond dated January, 15, 1929, at the request of the American Wood Pipe Company. That is my signature and Miss Goetz's signature.

(Bond referred to marked Plaintiff's Exhibit 9 admitted in evidence.)

This is the formal application upon which the bond, Exhibit 9, was issued. [73]

(Application referred to marked Plaintiff's Exhibit 10, admitted in evidence.)

Document bearing date January 21, 1929, purporting to be a bond, was executed by me at request of the American Wood Pipe Company. That is my signature and Mr. Van Horn's signature as Resident Vice-president and Resident Assistant Secretary respectively.

(Bond referred to marked Plaintiff's Exhibit 11, admitted in evidence.)

Document handed me also bearing date January 21, 1929, seems to be the formal application upon which bond, Exhibit 11, was issued.

(Application referred to marked Plaintiff's Exhibit 12, admitted in evidence.)

All of these three bonds (including bonds in causes numbers 8177 and 8179) were written by my

(Testimony of P. V. Caesar.)

company by me as agent and attorney-in-fact at the request of the American Wood Pipe Company. It is impossible for me to state on an individual bond, but as a general rule Mr. Morrill came in and said he had a small supply contract, and amounted to three thousand, four thousand or two thousand, whatever the amounts might be, and would like a bond that afternoon. He gave us the data, and the data was taken over the telephone, stating just what the order was, and when Mr. Morrill came up, the bond would be ready for him, the application was ready. He would take the application out and get the corporation seal on it and sign it and bring it back and the bond would be handed to him. That is as far as I know about it. The data on which the recital in the bond was made was on information supplied by Mr. Morrill, or by his office, either oral or over the telephone, and the effect of it was that he had some kind of a contract to furnish material to somebody.

We wrote a supply bond for him. Yes, we wrote that bond, based on the information that he furnished in that way. Certainly I knew The National Bank of Tacoma was not in the business of dealing in lumber. No, sir, I have no memorandum or memoranda on which our office made up either of these three [74] bonds, except what you have there. There is no doubt there were notes by the stenographer who took these orders over the telephone, but we haven't got them. We never preserve notes of that kind as a rule. The ordinary practice was the same in all of these cases. Mr.



(Testimony of P. V. Caesar.)

Morrill would either come in and make a statement that he had such an order, or it would be phoned in by him or someone from his office. I had not left standing orders with my office to prepare these bonds and these applications whenever that information came from Mr. Morrill. The bonds were generally referred to me before they were executed. I would not say we were issuing bonds every day, but quite frequently.

After they were executed Mr. Morrill took them. I do not know what he did with them positively. I did not see him, but I think he took them to the National Bank of Tacoma, I am not sure. Before I executed any of these bonds I presumed they would be taken to Mr. Morrill to the National Bank of Tacoma. I did not know it as a positive certainty. I executed them with the idea and the understanding that is where they would come.

I don't remember the date, but it was sometime in the latter part of December that I had a conversation with Mr. R. R. Mattison and Mr. G. T. Pierce, vice-president and either assistant cashier or assistant vice-president of the National Bank of Tacoma, regarding bonds that we were issuing for the American Wood Pipe Company, in which the National Bank of Tacoma was named as obligee. The whole situation was not gone over in that conversation. That conversation was of a general nature. As I recollect, there were two more conversations, one either February 5th or February 6th and the last one just before they closed down, some time in

(Testimony of P. V. Caesar.)

April, I presume, or prior to that, the latter part of March, I think. I haven't got the dates on that. I have positive dates on February tho.

“Q. Now, in this conversation that you had on the 26th of December, or on or about that date, 1928, the bank told you that it had a large number of the bonds that you had issued to the American Wood Pipe Company, did it not? [75]

Mr. HENDERSON.—Object as being incompetent, irrelevant and immaterial, what it was in that conversation about it.

The COURT.—This is before these particular—

Mr. METZGER.—This was just a week before the first of these three bonds were issued.

Mr. HENDERSON.—The bonds speak for themselves, in our opinion.

The COURT.—The Court, without stopping to examine these—

Mr. HENDERSON.—If the Court please, we want to interpose an objection to this as a violation of the parol evidence rule. The bonds speak for themselves.

The COURT.—I will hear from Mr. Metzger. This is the opening of your case, and as I understand from your opening statement, anything in this conversation, if admissible at all, would be in rebuttal, but if there is any ambiguity arises because of these writings, such conversation might have some bearing, but no ambiguity has developed as yet, the Court grasped.

Mr. METZGER.—If your Honor please, the occa-

(Testimony of P. V. Caesar.)

sion for offering this testimony is twofold. First of all, we contend that these bonds are indemnity bonds, and as the Supreme Court of this state has said in construing one of these very bonds and holding it an indemnity bond. It is, in the interpretation of the indemnity contracts, the cardinal rule is that which applies to contracts generally, that is, to ascertain the intention of the parties and to give effect to that intention, if it can be done consistently with legal principles, contracts of indemnity therefore must receive a reasonable construction so as to carry out rather than defeat the purpose for which they were executed. To this end, they should neither on the one hand be so narrow or technically interpreted as to frustrate their obvious design, nor on the other hand so loosely or unartificially as to relieve the obligor from a liability within the scope or spirit of their terms. Where of general import, the contract was one of indemnity, it is the rule that all of the words used therein should be construed to be in harmony with and subservient to the general purpose of the bond. [76]

Now, in this bond, the language is that the American Wood Pipe Company has accepted a written order from the Twin Harbors Lumber Company and or The National Bank of Tacoma.

Your Honor, in passing upon a demurrer in this case referred to a case in Southwestern—in the Southern Reporter, where the Court held that and or, when used in contracts, the words ‘and or,’ when used in contracts as this were subject to be inter-

(Testimony of P. V. Caesar.)

preted as meaning with one of the parties or with the other, or with the both, as the circumstances of the parties at the time the contract was made required.

Now then, we therefore offer this testimony first to show—to explain the ambiguity which Your Honor held existed in the bond.

The COURT.—That language is in the bond?

Mr. METZGER.—Yes, that language is in all these bonds. Secondly, to—under the general rule as to indemnity contracts, to show the situation of the parties so as to determine the extent of the indemnity and right of recovery.

Mr. HENDERSON.—If the Court please, in that case, in the Southern—I don't remember the Court said there was any ambiguity. It said what that 'and-or' meant, that it meant both or either, and there was no ambiguity about it. The Court specifically held, as I remember the case, that there was no ambiguity, and Your Honor referred to that fact in its opinion as to what it meant.

Now, if this was with the Twin Harbors Company or the bank or either of them, the oral testimony I do not believe would be admitted to enlarge the terms of the contract, in any, or enlarge its meanings or would oral testimony change its meaning. It was made by both, and I do not think parol testimony would elucidate any ambiguity in the bonds.

It is true, the bond says it is made with the bank, and the bank contends it was made with the bank.



(Testimony of P. V. Caesar.)

Mr. METZGER.—We do not contend the order was made with the bank. [77]

Mr. HENDERSON.—We admit the bond was made with the bank. Now, I do not see how oral testimony is going to prove it was made with anybody else, and all that ‘and-or’ would be made is who it was made with. We admit in our pleading the bond was made with the bank.

Now, the oral testimony as to what the bond means when we admit it was made with the bank would violate the parol rule. It is admitted this bond was made and issued, and made with the bank. There is no issue in this case as to who the bond ran to. If there was any ambiguity about it, there might be something to explain, but we admit the bond runs to the bank, and the ‘and-or’ if you want to know who it runs to, we admit it runs to the bank and the rest of the bond is perfectly clear. It does not take any oral testimony to explain what that bond means, if you leave the Twin Harbors Lumber Company out.

The COURT.—Objection sustained.

Mr. METZGER.—Now, if your Honor please, I would like to be heard on that question, because this very point will run all the way through, and it has been ruled the other way by the Supreme Court of the state.

Here is the situation: This bond we are trying to discuss—

The COURT.—Perhaps I can clear the matter a little. It seems to me that you are assuming a



(Testimony of P. V. Caesar.)

burden that does not at present rest upon you. If I have not grasped the issues yet, you may renew your offer. It would appear to me that you are undertaking an unnecessary burden.

Mr. METZGER.—Well, will you allow us an exception to your Honor's ruling at this time?

The COURT.—Exception allowed.

If you undertake to show what the language means, the other side will certainly have an opportunity to show it does not mean that, and that—

Mr. METZGER.—(Interrupting.) All I contend is, we have a right to show the circumstances of the parties, and knowledge of the parties, that is, as known to both sides at and prior to the time of the execution of these [78] bonds, as bearing upon the meaning to be ascribed to them, and the construction to be given to them.

The COURT.—If it has any place in the case, it appears to me it is rebuttal and not at this state.

If, in the defense it is claimed that in some way this was not truly an indemnity bond for the entire amount of the order, or invoice, why then you will be heard in rebuttal.

Mr. METZGER.—All right, with that understanding."

Certainly, on January 2, 1929, when the first of these bonds was executed I knew that the National Bank of Tacoma was not buying any material of this kind for itself. I knew it was in the business of loaning money, and loaning money to the American Wood Pipe Company. I knew they were loan-

(Testimony of P. V. Caesar.)

ing money to help them continue in business in the regular way, the same as they always loaned them money. I would not say on the strength of these bonds. I would say on the strength of these orders.

I knew the bank would not make any advances against them unless they had a bond guaranteeing the filling of the order by them. I knew if the American Wood Pipe Company failed to fill the order we would have to do it. (Witness excused.)

#### TESTIMONY OF R. R. MATTISON FOR PLAINTIFF.

R. R. MATTISON, produced as a witness by the plaintiff, being first duly sworn testified on Direct Examination.

I am president of the National Bank of Tacoma. I was vice-president of that institution in 1928 and 1929. I have been with that bank a little over 30 years. It is organized as a National Bank, and has been doing business in the city of Tacoma for many years. In 1928 the bank was doing business with the American Wood Pipe Company. The latter's business was principally the manufacture and sale of wood pipe. To some extent, it manufactured other wood lumber.

The American Wood Pipe Company had been our customers [79] for about seven years. In the course of their dealings they would come to me for loans or accommodation from time to time. They also carried an open or checking account with us.

(Testimony of R. R. Mattison.)

Document dated August 8, 1921, is the property of the bank. The bank acquired it on August 8, 1921. It is executed by the American Wood Pipe Company. It was held as the property of the bank in January, 1929, and is now.

(Over objection of the defendant that the same is incompetent and immaterial, and has no relation to the three bonds in issue, and no bearing upon the issues in this case, the court overruled the objection, admitting said document marked Plaintiff's Exhibit 13 in evidence, to which ruling the defendant excepted and exception allowed. Defendant further objected upon the ground that under the ruling of the State Supreme Court this document has no relation to the bonds in issue and does not refer to them in any way. Objection overruled and exception allowed.)

“Q. Now, Mr. Mattison, what was the general condition or state of dealings between the bank and the American Wood Pipe Company in the summer of 1928?

Mr. HENDERSON.—Objected to as incompetent and immaterial, and has no bearing upon the case. What the condition of the American Wood Pipe Company was at that time has no relation to this particular bond, or either of them.

The COURT.—Objection overruled.

A. I can answer.

Mr. HENDERSON.—Save an exception.

A. I take it the question is as to the financial condition of the company and our relation?

(Testimony of R. R. Mattison.)

Q. Yes, the state of the dealings, the condition of the dealings or the state of relationship between the bank and general relationship between the bank and the American Wood Pipe Company.

The COURT.—Now, I understood your question calling for the amount, if any, that the Wood Pipe Company then owed the bank. [80]

Now, I do not understand the witness will go beyond that, because this collateral agreement, if the Wood Pipe Company did not owe the bank anything, in fact, the bank owed the Wood Pipe Company under collections from other sources, why this liability might be wiped out.

Q. Well, we will just put it that way. What was the condition as to whether the American Wood Pipe Company, in the summer of 1928, was indebted to The National Bank of Tacoma?

A. The company was indebted to us in substantial amount.

Q. Well, in substantial amount, about what do you mean? I do not think the exact figures are material.

A. Well, the loans would run as high as a hundred thousand dollars during that period, I think.

Q. Now, how were these loans made at that time?

Mr. HENDERSON.—Objected to as being incompetent and immaterial. Has no bearing.

The COURT.—Objection overruled. They might inside the collateral agreement or outside of it.

A. The loans made during that period were principally upon assignments of accounts to the bank.



(Testimony of R. R. Mattison.)

Q. What do you mean by assignments of accounts?

A. The company, having received an order—

Mr. HENDERSON.—If the Court please, we want to interpose an objection on the ground there is no issue here involved with reference to the collateral agreement, and this evidence is incompetent, irrelevant and immaterial, in so far as it relates to the issuance of these bonds or the liability under the bonds in question. There is no issue.

The COURT.—Are you satisfied with Mr. Henderson's statement, then?

Mr. METZGER.—No, I am not.

The COURT.—Objection overruled.

Mr. HENDERSON.—Save an exception. [81]

The COURT.—Allowed.

A. Under the procedure which was followed, the company, having received an order, turned out the materials from its factory, which was shipped usually by rail and then would bring to us the assignment of the account which had been created in duplicate. That is, the account assigned to the bank, duplicate copies of the bill of lading evidencing the shipment, and would give its note for the amount of the advance which we would make against the assignment. We then would send to the consignee the bill of lading and a copy of the invoice showing it was assigned to us and request the consignee to make remittance direct to us.

Q. Was there any change in that practice of procedure affected about that time?



(Testimony of R. R. Mattison.)

Mr. HENDERSON.—Objected to as being incompetent, irrelevant and immaterial, and has no bearing on any issue in this case.

The COURT.—Objection overruled.

Mr. HENDERSON.—Save us an exception.

The COURT.—Allowed.

A. Some time during the year 1928, Mr. Morrill, the president of the Wood Pipe Company had come to us to say that if he was to continue in operation he would have to have further help than that which had been given to him theretofore.

Mr. HENDERSON.—We move to strike the answer as not responsive, and entirely hearsay testimony, and not admissible against the defendant.

The COURT.—Motion denied.

Mr. HENDERSON.—Save us an exception.

The COURT.—Allowed.

Q. Go ahead.

A. It developed that the proposal that he desired to make to us, that we make the advances before the shipments were actually made on the strength of the orders he had received.

We pointed out to Mr. Morrill that the mere receipt of an order [82] on his part would not create anything that would be collateral in our hands; that the shipment would actually have to be made.

He then suggested that he would be able to secure an indemnity bond, which would guaranty, in effect, the delivery to us of the bill of lading covering the shipments covered by such orders.

Mr. HENDERSON.—If the Court please, we

want to again object to this testimony on the ground it has no relation to the bonds in this case, and therefore incompetent and immaterial, and does not specifically direct anything towards any of the bonds in issue. The Supreme Court of this state, in considering this very question, has held this kind of testimony is not admissible.

The COURT.—Well, as I have understood you, you state there is an indemnity bond?

Mr. HENDERSON.—We are contending it is not an indemnity bond on its face.

The COURT.—Objection overruled.

Mr. HENDERSON.—Save us an exception.

The COURT.—One of the things to be established is the Wood Pipe Company owes the plaintiff. If they don't owe the plaintiff anything, and this is not an indemnity bond, there is nothing to indemnify against.

Mr. HENDERSON.—I understood the issues were at the time the bonds were given, they made a loan at that particular time and if that is what they are suing on, was the loan made at the particular time the bonds were given.

The COURT.—As I understand it, they are suing to recover the amount that would have been paid on their assignment if delivery had been made.

Mr. HENDERSON.—On this particular assignment, not other assignments.

The COURT.—If money is owing from the bank to the Wood Pipe Company, sufficient to wipe out the amount due them on the assignments, or reduce

(Testimony of R. R. Mattison.)

it, they have taken the burden no such condition as that existed on [83] any accounting between them and the Wood Pipe Company, and maybe they did not have to take that burden, but it does not lie in our mouth to object if they do take it.

Mr. HENDERSON.—Our objection is on the ground it is immaterial whether they owed the bank at that particular time or not, in this case, because they are suing for the amount they advanced at that particular time.

The COURT.—The objection will be more persuasive if they made it instead of you making it.

Mr. HENDERSON.—Save an exception.

The COURT.—Allowed.

A. I think I have said that Mr. Morrill suggested that he would be able to provide an indemnity bond which would in effect guaranty to us that the shipment would be made, and therefore the accounts in our hands would be collectible. We did not want to enter into any arrangement of that kind, because to us it meant simply discounting future operations, and we did not think it would do the company any permanent good.

Mr. HENDERSON.—Move to strike the answer as not responsive to the question.

The COURT.—Well, what the witness thought, what he states he thought, the jury will disregard.

Q. Go ahead. You are talking about this conversation with Mr. Morrill, and relate what the conversation was.

Mr. HENDERSON.—Object to the conversation

(Testimony of R. R. Mattison.)

between the witness and Mr. Morrill as entirely in the absence of the defendant. Has no binding effect upon the defendant and incompetent and immaterial.

The COURT.—Objection overruled.

Mr. HENDERSON.—Save us an exception.

The COURT.—Allowed.

A. I told Mr. Morrill, if any transactions of that kind were to be engaged in, it would be necessary for the indemnity bond to cover two things. First, there was a written and enforceable order. [84]

Mr. HENDERSON.—Object further. It is an attempt to vary the written obligation, itself, by oral testimony.

The COURT.—Objection overruled.

Mr. HENDERSON.—Exception.

The COURT.—Allowed.

A. And second, the order would be fulfilled according to its terms. Mr. Morrill felt sure he could get such a bond.” \* \* \*

A. Mr. Morrill undertook to secure such a bond, and we told him in any event if they were to be used, our attorneys would have to pass on them, and before he came back again he should see our attorneys and produce whatever sort of bond he proposed to use.

A short time subsequent to that, Mr. Morrill came in with the usual assignment of accounts, and instead of bills of lading he tendered us certain bonds, written by the Aetna Company.

Mr. HENDERSON.—We object to any testimony

(Testimony of R. R. Mattison.)

to any bonds except the bonds in issue. We move to strike.

The COURT.—The last answer was made without objection. The Court cannot look far enough into the future to determine what is going to follow. Objection overruled.

Mr. HENDERSON.—Save an exception. I did not know what the witness was going to answer.

The COURT.—Allowed.

A. (Continuing.) That was the first of the series of such transactions.

Q. Now, Mr. Mattison, I do not know that I quite understand you. How did the proposal that was made to you by Mr. Morrill at that time differ or vary from the way in which you had been handling their account or these advances previously?

Mr. HENDERSON.—Objected to as incompetent, irrelevant and immaterial.

The COURT.—Objection overruled. [85]

Mr. HENDERSON.—Save an exception.

The COURT.—Allowed.

A. Theretofore, when the invoices were presented to us, they were accompanied by a bill of lading, which evidenced the actual shipping of the goods.

Q. These invoices, what were they?

A. They were—

Mr. HENDERSON.—Object to them, unless they relate to the particular invoices in question.

The COURT.—Objection overruled.

Mr. HENDERSON.—Exception.

A. (Continuing.) The invoices were for materials sold to the customer.



(Testimony of R. R. Mattison.)

Q. Sold by whom?

A. American Wood Pipe Company, the amount of the invoice and anticipated payment being assigned to us and concurrently with the invoices we would receive the bills of lading, which, of course, evidenced the shipping.

Now, it was proposed those invoices would be presented to us before the shipment was actually made." \* \* \*

Q. Well, what was it—what was stated by Mr. Morrill, if anything?

Mr. HENDERSON.—Objected to, because it does not relate to the particular bonds in issue, and the particular transaction before the Court.

The COURT.—Objection overruled.

Mr. HENDERSON.—Save us an exception.

The COURT.—Allowed.

A. He represented to us that the advance of money—

Mr. HENDERSON.—We want to object to the representation.

The COURT.—Objection sustained. The witness characterizing it as representation.

Mr. HENDERSON.—We further object to the introduction of the testimony as to the conversation relating to other bonds and these bonds, [86] because it is incompetent, irrelevant and immaterial, and we object to the conversation relating to these bonds because it attempts to vary the bonds by parol testimony.

The COURT.—Objection overruled.

(Testimony of R. R. Mattison.)

Mr. HENDERSON.—Exception.

The COURT.—Allowed.

Q. What, if anything, did Mr. Morrill state regarding the change, why the change should be made?

A. He stated that he would have to have help beyond that theretofore given him in order to be able to continue his operations.

Q. In other words, do I understand you that he had to have advances before the orders were manufactured?    A. That is right.

Q. Instead of after they were manufactured, is that it?    A. Yes.

Q. All right. Now, I think you started to say, and I interrupted you—what happened after this conversation? Was this change in practice or procedure adopted and followed?

Mr. HENDERSON.—Objected to as incompetent, irrelevant and immaterial and not tending to prove any issue in this case.

The COURT.—Objection overruled.

Mr. HENDERSON.—Save us an exception.

The COURT.—Allowed.

A. Yes, we accepted the assignments under those circumstances, and bonds, and there followed a series of similar transactions.

Mr. HENDERSON.—We move to strike the last part of the witness' answer as not responsive, and incompetent, irrelevant and immaterial.

The COURT.—Motion denied.

Mr. HENDERSON.—Save us an exception.

The COURT.—Allowed.

(Testimony of R. R. Mattison.)

Q. Following that, Mr. Mattison, did you take the matter up in [87] any way with the representative of the defendant surety company? A. Yes.

Q. What? A. Yes.

Q. When?

A. We discussed with Mr. Caesar, the resident vice-president of the company, the situation involved in the handling of these transactions several times.

Mr. HENDERSON.—If the Court please, we object to conversations with the representative of the surety company on the ground that it is incompetent, irrelevant and immaterial and an attempt to introduce parol testimony to vary or alter the terms of a written contract.

The COURT.—The question was one that could be answered by yes or not. The witness went beyond that, but having described the representative as Mr. Caesar, who has already testified—was yours an objection or a motion?

Mr. HENDERSON.—I am objecting.

The COURT.—Objection overruled.

Mr. HENDERSON.—I move to strike that part of the answer of the witness that relates to the conversation with Mr. Caesar.

The COURT.—He has not undertaken to detail the conversation with Mr. Caesar, and will not undertake to do so until another question is asked.

Q. When did the first of these conversations take place, Mr. Mattison?

A. I wouldn't be able to say when the first one took place.

Q. Did you have several? A. Yes.

(Testimony of R. R. Mattison.)

Q. Prior to the 1st of January, 1929?    A. Yes.

Q. Well, calling your attention to December 26, 1926, what was the [88] condition at that date with respect to the indebtedness of the American Wood Pipe Company and the bonds which the bank held?

Mr. HENDERSON.—Objected to as incompetent, irrelevant and immaterial.

The COURT.—Objection overruled.

Mr. HENDERSON.—Save an exception.

The COURT.—Allowed.

A. On December 26, 1928, we had approximately \$37,000.00 worth of bonds of the character that has been discussed.

Q. Now, I don't know—I suppose you are familiar—may I have the bonds in evidence?

The CLERK.—Right here.

Q. I take it you are familiar with the bonds which are here sued on, Exhibits 7, 9 and 11, but I will ask you if the \$37,000.00 which you referred to as bonds held on December 26, 1928, was bonds of similar import to these?

Mr. HENDERSON.—Objected to as incompetent, irrelevant and immaterial. A collateral issue which would necessitate going into something which has nothing to do with these bonds.

The COURT.—What is the purpose?

Mr. METZGER.—Simply to—this is all preliminary to show the situation under which these particular bonds were given, if your Honor please. The state of the accounts—

(Testimony of R. R. Mattison.)

Mr. HENDERSON.—If it is material, we have to come into court—the state of the account is between the bank and the Wood Pipe Company.

Mr. METZGER.—Yes.

The COURT.—Objection overruled.

Mr. HENDERSON.—The question was as to whether or not they are similar forms. Now, as to the amount, I think under the Court's ruling admitting in, although we think that is not competent to show whether they are similar bonds, it opens up an issue not in this case. [89]

The COURT.—Objection overruled.

Mr. HENDERSON.—Save an exception.

The COURT.—Allowed.

A. These bonds are similar in many respects to the bonds we then had.

Q. Now, at that time, what was the—can you tell me what was the indebtedness of the American Wood Pipe Company to the bank, approximately?

Mr. HENDERSON.—Objected to as incompetent, irrelevant and immaterial.

The COURT.—Objection overruled.

Mr. HENDERSON.—Save an exception.

The COURT.—Allowed.

A. I am not prepared to tell you. The indebtedness was in excess of the bonds."

On that day I had a conversation with Mr. Caesar, in the offices of the bank. I telephoned Mr. Caesar and asked him to come down. When he came in I told him why.

(Upon objection to questions as to what he told



(Testimony of R. R. Mattison.)

Mr. Caesar, sustained by the Court, plaintiff later made an offer of proof.)

On January 2, 1929, the American Wood Pipe Company was indebted to the bank in a considerable sum. On that day the Wood Pipe Company applied to the bank for an advance on the basis of the assignment of an account with which was tendered a bond of the Aetna Company. Documents marked for identification Exhibits 14 and 15 and Exhibit 7 are documents tendered to me at that time, and there would be also a duplicate of this invoice, another copy of it. At that time the bank made an advance to the American Wood Pipe Company in the sum of \$3,270.00. (To which defendant objected on ground that it was incompetent, irrelevant and immaterial. Objection overruled. Exception allowed.) The advance was made on those documents.

(Identifications 14 and 15 offered in evidence, to which [90] defendant objected on the ground of incompetency, irrelevancy and immateriality, and tending to prove no issue in the case, and on the further ground that plaintiff was asserting no right to recover on these instruments, but claiming the full amount of the order rather than the amount which the bank advanced. Objection overruled and exception allowed, and instruments marked Plaintiff's Exhibits 14 and 15 admitted.)

When I took that invoice on January 2, 1929, it was not understood that the goods or material called for had been manufactured.

(Testimony of R. R. Mattison.)

“Q. Have you the deposit tickets—what did you do with the advance you made at this time on this invoice?

Mr. HENDERSON.—Objected to as being incompetent, irrelevant and immaterial, what they did with it.

The COURT.—What did he say, with what?

Mr. METZGER.—The advance.

The COURT.—Objection overruled.

A. We gave the American Wood Pipe credit for it.

Q. Handing you deposit ticket of The National Bank of Tacoma, dated January 2d, is that the original record of the credit that was given?

A. Yes, sir, it is.

Mr. METZGER.—I offer the same in evidence.

Mr. HENDERSON.—Objected to as incompetent, irrelevant and immaterial.

The COURT.—Objection overruled. (Whereupon, deposit ticket referred to was received in evidence and marked Plaintiff's Exhibit No. 20.)”

On January 15, 1929, the Wood Pipe Company came to me for further advance. The transaction was of the same nature as before, the Wood Pipe Company presenting the same class of document.  
[91]

Exhibit 9 and the two documents marked for identification 16 and 17 were presented at that time. I made an advance at that time, based on the assignment of the invoice covered by the bond of the Aetna Company. The advance of January 21, 1929, was similarly based.

(Testimony of R. R. Mattison.)

(Documents marked 16 and 17 were thereupon offered and admitted in evidence over the objection of the defendant that the same were incompetent, irrelevant and immaterial, the objection being overruled and exception allowed.) The amount of that advance was \$3,545. It was credited to the account of the American Wood Pipe Company. Original deposit slip of January 15, 1929, shows the deposit of that amount.

(Whereupon, two ledger sheets of the account of the American Wood Pipe Company with the bank were introduced in evidence as Plaintiff's Exhibit 21 and deposit slip referred to received in evidence and marked Plaintiff's Exhibit 22.)

These ledger sheets covered the account of the American Wood Pipe Company starting with January 1, 1929, and carrying through until February 1st of the same year.

About January 21st they applied for a further advance on the same basis as the previous advances, in accordance with the practice that had been in vogue for several months. Exhibits 18, 19 and 11 were the documents tendered at that time. We made an advance of \$3,375 based on the assignment of an invoice against the Twin Harbors Lumber Company, supported by the bond of the Aetna Casualty and Surety Company.

(These documents were offered in evidence, and over the objection of the defendant were admitted and marked Plaintiff's Exhibits 18 and 19. Deposit ticket of January 21, offered and admitted in evidence as Plaintiff's Exhibit 23.)

(Testimony of R. R. Mattison.)

The first connection the bank had with these bonds, or any of them, was when the first one was presented to us. That is the first connection we had with that particular bond. Referring to Exhibit 15, invoice of January 2d, the bank never received anything as the proceeds of that invoice. [92]

“Q. If the order there called for had been carried out according to its terms, how much would have been payable under the terms of that invoice?

Mr. HENDERSON.—Objected to as calling for the conclusion of the witness. The invoices speaks for itself.

The COURT.—Objection overruled.

Mr. HENDERSON.—Save an exception.

A. It would have been the expectation to receive the amount of the invoices less the deductible allowances.”

The invoice showed the terms of the sale in this case. The note which we took as evidence of the advance made at that time bears a memorandum of the company, in which it is undertaken to make the calculation which would be followed in the determination of the amount due on the invoice. From what I am able to say that it was anticipated we would receive from the payment of this invoice, \$3,633.75. The amount of our advance at that time was \$3,270. We have received nothing from the proceeds of that invoice.

Referring to the transaction of January 15th, we have not received anything from the proceeds of that invoice.

(Testimony of R. R. Mattison.)

“Q. If it had been carried out and shipment made, what could you have received?

Mr. HENDERSON.—Objected to as the question assumes something that is not in proof, and which is immaterial in the form in which it is asked. The witness has been asked if the order had been filled, and the witness has formerly testified it received nothing. Now, to assume the order is not filled without proof we think is objectionable.

The COURT.—The jury will not conclude on this evidence that the order was not filled.

Objection overruled.

Mr. HENDERSON.—Save us an exception.

The COURT.—Allowed.”

A. We expected to receive \$3,942.50. Our advance was \$3,545. [93]

With reference to the transaction of January 24th, the advance was \$3,375 and we expected to receive \$3,750. We have not received anything. The American Wood Pipe Company is not operating. I think it was April, 1929, the company went into the hands of the receiver. The receivership did not fill these orders. The receiver filled no part of these orders. The American Wood Pipe Company is indebted to the bank at present in approximately the sum of \$99,500. That indebtedness includes the amounts of the advances made against these particular bonds.

“Q. Mr. Mattison, did The National Bank of Tacoma order any of the material covered by these invoices from the American Wood Pipe Company?



(Testimony of R. R. Mattison.)

Mr. HENDERSON.—Objected to as incompetent and immaterial and attempting to vary the terms of the bond.

The COURT.—Read the question.

(Question read.)

The COURT.—Objection overruled.

Mr. HENDERSON.—Save an exception.

The COURT.—Allowed.

A. No, we did not.”

The bank had no relation with these three bonds and these invoices, other than the making of the advances as I have related.

(Subject to a reservation as to further questions concerning an offer of proof, the plaintiff discontinued further direct examination of this witness.)

Cross-examination by Mr. HENDERSON.

On January 2d when this bond marked Plaintiff's Exhibit 7 was taken, I would not know whether the account of the American Wood Pipe Company with the bank happened to be overdrawn that day or not.

“Q. Well, don't you know without looking at the books; as a matter of fact, on this bond and the other two, that you yourself called up the American Wood Pipe Company and told them that they were overdrawn and that these arrangements were made for the purpose of covering overdraft? [94]

Mr. METZGER.—Objected to as incompetent, irrelevant and immaterial.

The COURT.—I will hear from Mr. Henderson.

Mr. HENDERSON.—Well, if the Court please, our contention in this matter is that they are claiming that at the time these notes and bonds were taken they were making advances. It is our purpose to show at that time the advances had already been made in the way of overdraft, not that the advances were made at that particular time.

The COURT.—The Court is unable to see it makes any difference.

Mr. HENDERSON.—That was rather our position when we objected to the introduction of the advances, the amount of the indebtedness they had, in the theory of this case, but the witness testified the advances were made at that time and evidenced by these instruments. What I propose to show, advances had been made prior to the acceptance of these.

The COURT.—You wish to show they falsified the deposit slip?

Mr. HENDERSON.—No, I want to show the bank, at that time, had already made the advances in covering an overdraft when they did not have any money in the bank, and the bank honored those checks—

The COURT.—In lessening a debt already owed?

Mr. HENDERSON.—Yes.

The COURT.—The Court is unable to see it makes any difference. Objection sustained.

Mr. HENDERSON.—Save us an exception.

The COURT.—Allowed.

Mr. HENDERSON.—I might say to the Court

(Testimony of R. R. Mattison.)

that our contention is that if the theory is they were damaged by this action, they are in no worse position than if they had not taken it, because they already owed the money.

The COURT.—Objection sustained.

Mr. HENDERSON.—Save an exception.”

Notation “Shipment No. 8452” on Plaintiff’s Exhibit 14 dated January 2d is a memorandum of the Wood Pipe Company. It does not mean anything [95] to us. Oh, yes, it is our note, that is to say, it is a note payable to us. No, it was not made out at the bank. The American Wood Pipe Company made that. They made out the note, and we accepted it in the condition it is in now. I knew there had been no shipment made at the time we received this. I do not see anything on there that would indicate about the dates shipped.

Defendant’s Exhibit 18 has a memorandum which reads “Date shipped, January 21, 1929.” The date of the instrument is January 21, 1929. The note came to us at the bank in that condition. That is true, there was not any shipment made. That was simply a memorandum of the Company, which did not mean anything, of course, to us. No, “Date Shipped, January 15th” on Plaintiff’s Exhibit 16 was put in by the American Wood Pipe Company, and it was in that condition when we accepted it. Yes, we knew at that time that the stuff had not been shipped. There would have been no occasion to provide a bond, of course, if we had a bill of lading instead of a bond. The memorandum states

(Testimony of R. R. Mattison.)

that it had not been shipped either on January 15th or January 21st, when the notes recite they have been shipped. In addition to these bonds we had other collateral which, under the terms of the collateral agreement, would be applicable at our direction to any debt owed to us. Yes, we still have some other collateral.

Redirect Examination by Mr. METZGER.

This additional collateral did not equal the indebtedness, we are inadequately secured. Including the Aetna bonds and other collateral, we still regard it as inadequately secured. Exhibits 16, 18 and 14 were prepared by the Wood Pipe Company and tendered to us with the other documents. The numbers appearing on the memorandum on the note form undershipment are the numbers shown on the invoices as the order numbers. I say, if shipment had been made the invoices would have been accompanied by a bill of lading. I also said that all of these transactions were complying with the practice we had been following to provide money in advance of shipment.

Recross-examination by Mr. HENDERSON. [96]

We did not notify the Twin Harbors Lumber Company that we had these invoices. There would be no occasion for our notifying them until we knew the shipment was made. We would notify them when we got the shipment. I think there was some communication with them regarding the invoices since that time.

TESTIMONY OF GUY T. PIERCE, FOR  
PLAINTIFF.

GUY T. PIERCE, produced as a witness by the plaintiff, being first duly sworn, testified on direct examination.

I am connected with the plaintiff as vice-president. In 1928 and 1929 I was assistant vice-president. I have been with the bank about 25 years. During that time I was approving loans of the American Wood Pipe Company. In the summer of 1928 the Wood Pipe Company was indebted to the bank. I have the bank records here showing the indebtedness of the Wood Pipe Company to the bank from about May, 1928, up to date; also what it was on January, 2d, and daily throughout January, 1929.

(Record offered in evidence. Objected to as irrelevant, immaterial and tending to prove no issue in the case. Objection overruled.)

The assignment account consists of 11 sheets. There were two accounts kept separate.

(Whereupon, the accounts were received in evidence and marked Plaintiff's Exhibit 24.)

I only have part of the record here. This covers the assigned accounts. By assigned accounts I mean assigned invoices. That is where the bank had taken an assignment of an invoice for materials to be manufactured and shipped by the Wood Pipe Company. [97]

On June 30, 1928, the Wood Pipe Company was indebted to the bank in the sum of \$186,390.00. At



(Testimony of Guy T. Pierce.)

the same time, the Wood Pipe Company was indebted on the other account in the sum of \$56,000.00. The other account is the record of their straight notes, direct loans.

(Over the same objection, which was overruled and exception allowed, the Court further permitted the witness to testify):

On December 26, 1928, the amount of the assigned accounts was \$126,263.67, while the direct loans were \$20,000. On January 2, 1929, \$20,000 on the straight, direct loans, and \$131,088.67 on assigned accounts, which amount included the advance of \$3,270.00 on January 2, 1929. On January 15, 1929, assigned accounts were \$154,899.99 and direct loans \$20,000.00. The assigned accounts included the advance of \$3,545 made on that day. On January 21, 1929, the assigned accounts were \$160,984.61, which included the advance of \$3,375 made on that date. On that date the direct loans were \$20,000. To-day, the direct loans are \$17,090.45 and the assigned accounts are \$82,434.42, or a total of \$99,500.

Calling your attention to the bond, Exhibit 7, and the assigned invoice, Exhibit 15 and Exhibit 14, the bank never received any of the proceeds from that assigned invoice. The bank never received any payments from the defendant, Surety Company, on account of the bond, referring to the order. The bank has never received from any source repayment of any part of that particular advance which amounted to \$3,270, Evidenced by the note of the American Wood Pipe Company signed by its president and secretary. This advance was based on assigned in-

(Testimony of Guy T. Pierce.)

voice. When we made the advance we received that signed invoice and the bond.

(At this point the witness was excused, to be recalled for further examination.)

“The COURT.—Do you wish to make your two offers and argue them at one time, or make them separately, and make one and argue it and then make the other and argue it?”

Mr. METZGER.—I think I can make them both at the same time. [98]

Now I offer to prove by Mr. R. R. Mattison, the witness who was first called this morning, and I also offer to prove by Mr. Pierce, who is now on the stand—I haven’t asked him anything about it yet, and your Honor has not ruled upon it, but this part covers the same thing, that on the 26th day of December, 1928, Mr. Mattison and Mr. Pierce had a talk with Mr. Caesar, a resident—the attorney-in-fact and the resident vice-president of the Surety Company, with regard to the practice that had been followed, and the continuance of the practice with regard to the bonds issued and to be issued by the defendant surety company; that at that time it was stated to Mr. Caesar that the bank already had made advances and held bonds indemnifying it against loss, in the penal sum aggregating \$37,000; that the bank could not see any good to be obtained from continuing the practice of making advances secured by bond against the earnings of unfilled orders.

The bank then informed Mr. Caesar—went over the whole transaction with him; stated to him that

(Testimony of Guy T. Pierce.)

it was making these advances, as he knew and admitted that he knew, against orders yet to be fulfilled. The bank had no knowledge that there were any such orders; that he stated it was his responsibility to see that there were orders, the surety company was guarantying that there were orders, the Surety Company was, and he on behalf of the Surety Company was attending to that, making it his business to watch the progress by frequent visits to the wood pipe company, and watch the progress towards the completion of these orders covered by these bonds; that Mr. Caesar at that time stated to Mr. Mattison and Mr. Pierce that his company was willing to continue to furnish bonds of this character. The bank stated they thought it was inadvisable; that he stated that in their opinion—Mr. Caesar stated in their opinion the American Wood Pipe Company would pull out if the bonds were continued, and the bank continued to make advances, and requested the bank to continue to make advances on the strength of these bonds to be furnished; that Mr. Caesar stated at that time that he and the surety company were advised that these advances were being made, particular advances on invoices against shipments to be manufactured and shipped, or [99] orders to be manufactured and shipped, not on completed order; that he was in touch with the progress of the work in completing such orders. And we further offer to prove by both of these witnesses that they, as officers of the bank, and the bank through them, continued the practice that had been in effect until the 26th of December and accepted the par-

(Testimony of Guy T. Pierce.)

ticular bonds in suit, in reliance upon or under the circumstances disclosed by this conversation, and that—I should go back and say in part of that conversation of the original offer, we offer to prove that both Mr. Mattison and Mr. Pierce pointed out to Mr. Caesar in terms that the bank was relying upon the bonds to guaranty that there was such an order as was recited in the bond; that Mr. Caesar acknowledged that he understood that to be the fact, and then, to go on with this other offer, that they continued the practice under the same circumstances, and in reliance upon the representations in the bond, that there was the order recited therein; that the bank had no part in the procurement of the bonds from the Surety Company, but relied upon the representations in it contained for the indemnity contemplated between the parties, as indicated by this conversation.

The COURT.—Is the objection renewed?

Mr. HENDERSON.—The objection is renewed, if the Court please.

The COURT.—The objection is sustained.

The answer the Court cannot see that this has anything to do with the case except—*is* the first affirmative defense. That is part of it, the acceptance of the bond by the plaintiff containing the recitals therein. The plaintiff represented that such an order was in existence, and is now estopped to *deny* such representations. The bond provides the shipment to be made within sixty days, which order is by reference made a part



hereof, as fully, to all intents and purposes as if set forth at length. Therefore, if the said principal shall supply the material in accordance with the written order, and if they will indemnify, the Twin Harbors Lumber Company and so forth—I don't see that it makes any difference whether the credit was given on the open account, or advance made, or what not. They are—the [100] undertaking of the surety company is that the principal, the pipe company, shall supply the material in accordance with the written order, described in the bond itself. Anything to be added to that is not admissible at this time. If, in the defense the defendant tries to go, or is allowed to go beyond this statement that the acceptance of the bond by the plaintiff, containing the recitals therein, by that the plaintiff represented that the order was in existence—that is, made any representations that misled the defendant—if the court permits anything of that kind, why then in rebuttal these conversations may be admissible to show that the defendant was in no way misled, but so far as any recitals in the bond are concerned, the Court does not see that the defendant could have been misled as to the condition regarding these orders, and it recites—it gives them sixty days to fulfill the order.

Mr. METZGER.—That is true, your Honor.

The COURT.—I do not see how they can say they thought it was already filled.

The Court will be at—

Mr. METZGER.—I want for the record, your Honor, I want to say I renew these offers, not for



(Testimony of Guy T. Pierce.)

the purpose of bearing on the bond, but merely for the purpose of showing the general situation of the parties, and the situation under which the bonds were written, and furnished to the plaintiff. Your Honor will bear in mind of course that here was a whole series of transactions. Now, these conversations on the 26th day of December—and the same conversation did not occur every time a bond was tendered, but I think my thought is that that conversation shows the circumstances then existing which applied to the bonds thereafter written and furnished to the bank until and unless some change in circumstances occurred. That is part of the situation under which the bonds were written and signed by the bank.

The COURT.—Objection is renewed?

Mr. HENDERSON.—The objection is renewed.

The COURT.—Sustained.

Mr. METZGER.—Will you allow us an exception to both rulings? [101]

The COURT.—Exception allowed to both rulings.”

GUY T. PIERCE, direct examination resumed.

The bank has not received anything from the proceeds of the assigned invoice of January 2, 1929. The defendant, Surety Company, has not paid the bank anything under or on account of the bond which was furnished with that invoice. The advance made on January 15, 1929, was based upon the invoice and the bond of that corresponding date,

(Testimony of Guy T. Pierce.)

Exhibits 17 and 9. The bank has not received from any source any proceeds upon that invoice.

The bank has not been paid anything by the Surety Company under or on account of the bond which we took at that time. That advance was based upon the assigned invoice and the bond. The advance of January 21, 1929, in the sum of \$3,375 was based upon Exhibits 11 and 19. They were submitted to me before the advance was made. We have not received anything from the proceeds of that invoice, nor anything from the Bonding Company under or on account of the bond. The outstanding indebtedness to date of the Wood Pipe Company is something over \$99,000.00, which includes the indebtedness created through the advances made on these three dates.

“Q. Mr. Pierce, were either of the advances made on these dates, January 2, 15th and 21st, made in reliance upon anything other than the documents which accompanied—which were presented at the time the particular advances were made?

Mr. HENDERSON.—Objected to as incompetent, irrelevant and immaterial, and improper examination of the witness.

The COURT.—Objection overruled.

A. No, sir.

Mr. HENDERSON.—If the Court please, we now move to strike from the record the introduction of the exhibit which is a collateral trust agreement, on the ground that it is incompetent, irrelevant and immaterial, and in view of the fact that the plaintiff

(Testimony of Guy T. Pierce.)

has testified that it placed no reliance [102] upon that collateral agreement at the time it made any of the advances.

The COURT.—Motion denied.

Mr. HENDERSON.—Exception.

The COURT.—Allowed.”

I was present at the bank at a meeting with Mr. Mattison and Mr. Caesar in December, 1928. I think it was December 26th. I sat in on the conversation. That conversation related to the method of handling the business of the American Wood Pipe Company. (Witness excused.)

## TESTIMONY OF M. H. WILLIAMS, FOR PLAINTIFF.

M. H. WILLIAMS, produced as a witness by the plaintiff, being first duly sworn, testified on direct examination.

I live in Seattle. I was living in Chehalis in the latter part of 1928 and January, 1929. I am the office manager of the car and railroad material department of the Twin Harbors Lumber Company, having occupied that position three and one-half years. I had the same position while at Chehalis during the period referred to. The Twin Harbors Lumber Company had business with the American Wood Pipe Company at that time. That business was handled through my office. I might qualify that by saying so far as the placing and checking orders was concerned. The financing was done at our Aberdeen office. Our company is still in business.

(Testimony of M. H. Williams.)

That department has moved its offices to Seattle. In December, 1928, and January, 1929, and all through the year 1929, it was a solvent concern, able to pay for any orders that it placed.

“Q. Now, I will call your attention to Exhibit 15, which purports—never has been read to the jury, but which reads it was an invoice dated January 2, 1929. It says: ‘Sold to Twin Harbors Lumber Company, Aberdeen, Washington, shipped to the American Car & Foundry Company, Chicago, Ill., their order number 8452, Requisition No. December 31, 1928, B & better longitudinal sheathing, dressed clean two sides T & G to 1½x5½” face in accordance with figures shown on blue print 1724015, 2x6, 4250 pieces, 18 feet long, 76,500 feet at \$50.00 a thousand, \$3825.00’ I will ask you if your company had [103] placed any such order with the American Wood Pipe Company?

Mr. HENDERSON.—Objected to as incompetent, irrelevant and immaterial, and an attempt—for the further reason that it is an attempt to vary the specified written recital of the bond, which recites that there was a written order, which bond—and that the written order is by reference made a part of the bond, as if fully set out therein, and this is an attempt to show that, first, the bond was not complete when it was delivered, and second they varied the terms of the written instrument itself.

The COURT.—Objection overruled.

Mr. HENDERSON.—Exception.

The COURT.—Exception allowed.

A. No, we did not.



(Testimony of M. H. Williams.)

Q. Was any material corresponding to that order ever furnished to you by the American Wood Pipe Company, or by its receiver?

Mr. HENDERSON.—Objected to as being irrelevant and immaterial.

The COURT.—Objection overruled.

Mr. HENDERSON.—Exception.

A. At various times we were ordering material of that sort.”

We ordered no such material under that order. No such material was every furnished by or on behalf of the Wood Pipe Company.

“Q. Now, I want to call your attention next, Mr. Williams, to an invoice which is Plaintiff’s Exhibit 17, and dated January 15th, of the American Wood Pipe Company, and reads: ‘Sold to the Twin Harbors Lumber Company, Aberdeen, Washington, shipped to Chicago, Ill., Requisition No. January 14th, 1929, our order No. 8466.’ Calls for ‘B & better fir, kiln dried 1½x4”, S2S to 1¼x3¾”, edges rough, length nine, a hundred thousand board feet, at \$41.50 per thousand, total \$4,150.00.’

I will ask you if the Twin Harbors Lumber Company placed with the American Wood Pipe Company any order or requisition such as called for by that invoice?

Mr. HENDERSON.—That is objected to as being incompetent, [104] irrelevant and immaterial, for the reason that the invoice is not a written order, nor does it purport to be a written order, and for the further reason that the bond in this case re-



(Testimony of M. H. Williams.)

cites that there was a written order. The further reason that the pleadings recite that there was such order, and it is an attempt to vary the recitals and terms of the written instrument.

The COURT.—Objection overruled.

Mr. HENDERSON.—Take an exception.

The COURT.—Allowed.

A. Not at this date, there was no order of this kind.” Not in or about this date.

“Q. Did the American Wood Pipe Company or anybody on its behalf, ship to you subsequent to the date there shown as the date of the requisition, which I think is January 14th, 1929?

A. Yes, sir.

Q. (Continuing.) Any material corresponding to that shown in that invoice?

Mr. HENDERSON.—Objected to as irrelevant and immaterial.

The COURT.—Objection overruled.

Mr. HENDERSON.—Save us an exception.

The COURT.—Allowed.

A. Well, I—without consulting my memorandum, I would not be able to state definitely as to that, because we were ordering this sort of lumber at different times, but there was nothing of this order against this order number.”

There was no order like that. No shipments of an order corresponding to that.

“Q. Now, I want to call your attention then to Exhibit 19, which purports to be an invoice—is an invoice dated Jan. 21st, 1929. Again ‘Sold to the Twin Harbors Lumber Company, Aberdeen,

(Testimony of M. H. Williams.)

Washington, shipped to the above at Chicago, Ill., Requisition Number dated January 19, 1928, their order 8472.' It called for 'No. 2 clear & better kiln dried fir S2S 11¼x3¾"—edges [105] rough 1½x4", nine foot lengths, 50,000 feet at \$41.40, eight foot lengths, 50,000 feet at 37.50, total of \$3,950.00.'

Now, I will ask you with respect to that invoice, whether or not you had placed any such order as that with the American Wood Pipe Company at or about the 19th of January, 1929?

Mr. HENDERSON.—Object as has been heretofore stated, concerning like invoices and like questions.

The COURT.—Objection overruled.

Mr. HENDERSON.—Exception.

A. We did not."

Neither the American Wood Pipe Company nor anybody on its behalf, shipped to us at Chicago, nor anywhere else, any material under an order corresponding to that. We were never furnished with a bond by the American Wood Pipe Company in connection with those purported orders.

(The foregoing testimony was objected to as irrelevant, immaterial and an attempt to vary the terms of the bond. Overruled. Exception taken and allowed. Over objection which was overruled and exception saved, the Court permitted the witness to further testify that they never knew that a bond had been issued by the defendant as surety, one of the conditions of which was to guaranty the fulfillment of those orders.)

(Testimony of M. H. Williams.)

I never saw any bonds purporting to be given in connection with those orders.

“Q. Well, were any such bonds given to your company, the Twin Harbors Lumber Company?

Mr. HENDERSON.—Objected to as incompetent, irrelevant and immaterial, and an attempt to vary the terms of the bonds. It runs directly to the Twin Harbors Lumber Company.

Mr. METZGER.—I am asking about delivery.

The COURT.—Objection sustained.

Mr. METZGER.—Your Honor, I think we have a right to show whether a bond was delivered to this company—whether they have any knowledge of a [106] bond.

The COURT.—Well, the objection is overruled.

Q. Will you answer the question, then?

A. So far as the Chehalis office is concerned, I know nothing of any bonds, whatever.

Q. Did the Twin Harbors Lumber Company ever have any claim against any bond that might have been written in connection with these orders?

Mr. HENDERSON.—Object as being irrelevant and immaterial.

The COURT.—Objection overruled.

Mr. HENDERSON.—Exception.

A. No, sir.

Q. Now, to make it specific, here are three bonds, which are in evidence as exhibits 7, 99 and 11, and dated respectively January 2, 15th and 21st. I will ask you to examine those bonds, in connection with the invoices which you have in your hand, the other exhibits, and then I would inquire whether or not

(Testimony of M. H. Williams.)

those bonds or copies of those bonds were ever delivered to your company?

Mr. HENDERSON.—Objected to as irrelevant and immaterial.

The COURT.—Objection overruled.

A. Not to the Chehalis office.

Mr. HENDERSON.—Exception.

Q. Not to the Chehalis office? A. No. 2.

## TESTIMONY OF TULLY STALLARD, FOR PLAINTIFF.

TULLY STALLARD, produced as a witness by the plaintiff, being duly sworn, testified on direct examination.

My home is Aberdeen, Washington. I have been connected with Twin Harbors Lumber Company as auditor for the last 5 years. In 1928 and the early part of 1929 the business of that company was purchasing and selling lumber. It was doing business with American Wood Pipe Company of Tacoma. [107]

“Q. In connection with the business done by the American Wood Pipe Company with the Twin Harbors Lumber Company, were there ever any bonds delivered to the Twin Harbors Lumber Company purporting to guaranty the compliance or fulfillment of orders placed by the Twin Harbors Lumber Company?

Mr. HENDERSON.—Objected to as incompetent, irrelevant and immaterial.

(Testimony of Tully Stallard.)

The COURT.—Objection overruled.

A. No, sir.

Q. Now, one other general question, Mr. Stallard, The Twin Harbors Lumber Company—what was its financial condition in 1929, January, the first six months of January, 1929? A. Sound.

Mr. HENDERSON.—Objected to as irrelevant and immaterial.

The COURT.—Objection overruled.

Mr. HENDERSON.—Exception.

The COURT.—What was the answer?

A. Sound.

Q. It was solvent, was it? A. Yes, sir.

Q. Calling your attention to Exhibit 15, which purports to be an invoice from the Twin Harbors Lumber Company on account of a shipment to you, or sale to you, rather, of certain equipment or certain lumber, total price being shown on this invoice, \$3,825.00 I will ask you whether or not the Twin Harbor Lumber Company had placed any order on or about December 31st—or 1928 or January, 1929, according to that invoice?

Mr. HENDERSON.—Objected to for the same ground as stated upon the same question asked Mr. Williams.

The COURT.—Objection overruled.

Mr. HENDERSON.—Save an exception.

The COURT.—Allowed.

Over objections on the same grounds as stated in the [108] objections to the same questions asked the preceding witness, Mr. Williams, which objections were overruled and exception allowed, the



(Testimony of Tully Stallard.)

Court permitted the plaintiff to testify that the Twin Harbors Lumber Company had not placed any order with the American Wood Pipe Company as indicated in invoice, Exhibit 15; that no material was furnished to the Lumber Company by the Wood Pipe Company pursuant to such purported order.

“Q. Mr. Stallard, I wish you would look at that invoice and the terms of it as stated therein and I would ask you is that had been—if that order or shipment had been carried out, the material called for shipped, how much would have been payable under the terms of that invoice?

Mr. HENDERSON.—Objected to as irrelevant and immaterial.

The COURT.—Are you examining him as an expert on such invoices?

Mr. METZGER.—He is the auditor of the company, in the business of buying and selling this kind of stuff—just simply to get the amount before the jury, that is all.

The COURT.—You are asking his to interpret?

Mr. METZGER.—To interpret that invoice.

The COURT.—Objection overruled.

A. In paying this invoice, we would take a five per cent commission, and two per cent on the balance, and remit the balance.”

The two per cent is for discount for cash in accordance with the terms of the invoice. Two per cent in ten days after shipment.

“Q. Now, calling your attention to Exhibit 17,

(Testimony of Tully Stallard.)

which purports to be [109] an invoice, on order to you for a hundred thousand feet of surfaced two by fours, I guess, if you will examine it, the total invoice—gross invoice price there is \$4,150.00. I will ask you whether or not the order about January 14, 1929, or January 15th, 1929, you placed an order with the American Wood Pipe Company for that, according to that invoice?

Mr. HENDERSON.—Objection as has been heretofore made.

The COURT.—Objection overruled.

Mr. HENDERSON.—Save an exception.

The COURT.—Allowed.

A. No, sir.”

The Wood Pipe Company did not, after that date, ship to us, on our order, any part of the material called for by said exhibit. There is no difference in the terms of that invoice as to the amount that would be payable had shipment been made under that order than in the other. We would take off five per cent commission and on the balance two per cent for cash. That is, off the invoice price.

“Q. Now, then, I call your attention then to—pardon me, to exhibit number 19, which purports to be an invoice for goods to be shipped to you, and requisition dated January 19, 1921, the invoice being dated January 21, 1929, I should say. I think maybe I said ’21. A. This shows ’28.

Q. Beg pardon? A. 1928.

Q. Does that show ’28, which, the requisition number? A. Requisition shows ’28.

(Testimony of Tully Stallard.)

Q. Requisition shows '28. I will ask you if the Twin Harbors Lumber Company placed any such order with the American Wood Pipe Company corresponding with that invoice?

Mr. HENDERSON.—Objected to as incompetent, irrelevant and immaterial; an attempt to vary the terms of the bond and is not the date referred to in the complaint. [110]

The COURT.—I will ask you to refer to the complaint and see whether it is not the date.

Mr. HENDERSON.—'28, I understand.

The COURT.—There was one of them said '28, as I recall.

Mr. METZGER.—I think the copy shows—

The COURT.—It is just a question whether it was a mistake in the year, made soon after the beginning of the year.

Mr. HENDERSON.—I think the bonds are all dated in 1929, that are introduced. The invoices—maybe because it is dated differently from the bond and from the allegation.

The COURT.—Which suit is that in?

Mr. METZGER.—8176, if your Honor please.

Mr. HENDERSON.—I think the bond states dated December 21, 1928, if that is the one. May I ask if that is of December 21st, 1928?

A. No, sir.

Mr. METZGER.—The copy attached shows 1/19/28, when the date of the invoice and the bond is 1/21/29.

Mr. HENDERSON.—The bond is what I am referring to. Is that what the bond itself recites?

(Testimony of Tully Stallard.)

One is dated December 21st, 1928, the bond they are suing on, and the other one states January 19, 1929, and the other date is January 14, 1929, and those are the ones referred to in the bond, and identified by dates as a part of the bond. Now, we are objecting to the question because the instrument before him is evidently none of the instruments referred to in these bonds introduced.

The COURT.—Objection overruled.

Mr. HENDERSON.—Save us an exception.

The COURT.—Allowed.

Q. Do you remember what the question was, Mr. Stallard? The invoice you have there says it is on requisition and the figures used is 1/19/28?

A. Yes. [111]

Q. The invoice itself is dated 1/21/29?

A. Yes, sir.

Q. And I ask you if you placed with the American Wood Pipe Company on or about the 19th of January, 1929, any order such as covered by that invoice, —corresponding to that invoice? A. No, sir.”

Subsequent to that date the Wood Pipe Company did not make shipment to us of any part or all of the material called for by that order. There were never any shipments made to the Lumber Company pursuant to or on account of any of those so-called orders.

Referring to invoice dated January 21, 1929, the amount of \$3,950.00 less five per cent commission and two per cent discount for cash would have been payable had the order been completed according to its terms. The terms of all three with regard to dis-



(Testimony of Joe Long.)

counts are exactly the same. The Twin Harbors Lumber Company would have paid on that basis had it placed such orders, and they had been filled. It was solvent and able to pay at that time, and is yet.

### TESTIMONY OF JOE LONG, FOR PLAINTIFF.

JOE LONG, produced as a witness by the plaintiff, being first duly sworn, testified on direct examination:

I have lived in Tacoma for the last 30 years. I was and still am receiver of the American Wood Pipe Company, appointed April 18, 1929. I am still acting as such receiver. As receiver, I did not fill any orders that had been placed with that company by the Twin Harbors Lumber Company. When I took over the Company as receiver I did not find in the records of the Company any orders from the Twin Harbors Lumber Company for material as called for in these invoices, Exhibits 15, 17 and 19.

(To which testimony the defendant objected as being irrelevant and immaterial, which objection was overruled and exception allowed to the defendant.)  
[112]

“Mr. METZGER.—The plaintiff rests, if your Honor please.

Mr. HENDERSON.—At this time the defendant Aetna Casualty & Surety Company, for the reason that there is no evidence of any damage suffered by the plaintiff, under either or any of the bonds sued upon, for which damage the defendant would be



liable under any or either of the bonds sued upon, and in the *laternative*, the defendant moves that the complaint of plaintiff be dismissed for the reason that there is no evidence of any damage suffered by the plaintiff for which the defendant would be liable under any or either of the bonds.

The COURT.—Motion is made in each case?

Mr. HENDERSON.—Motions to apply in each case.

The COURT.—Motion denied in each case.

Mr. HENDERSON.—Save us an exception.

The COURT.—Exceptions allowed. Any opening statement?

Mr. HENDERSON.—The defendant Aetna Casualty & Surety Company in each case moves the Court to direct the jury to return a verdict for the defendant in each case, for the reason that there is a complete failure of proof, and in the alternative, the defendant moves to dismiss the complaint for the same reason.

The COURT.—Motions denied in each case.

Mr. HENDERSON.—The defendant rests.

Mr. METZGER.—The plaintiff then moves the Court to direct a verdict in each case for the amount in each invoice less five and two per cent, with interest.

The COURT.—From what day?

Mr. METZGER.—From the date of the receivership, April, 1929.

The COURT.—Prepare your verdict.

Mr. HENDERSON.—The defendant excepts to such direction for the reason that, First: there is no

proof that the plaintiff bank, which is named as one of the vendees in the bond, did not place an order as recited in the bond. For the further reason that there is no evidence of any damage suffered by the plaintiff, for which the defendant is liable, and for the reason that there is a failure of proof of the allegations of the complaint of plaintiff sufficient to justify a recovery. The exceptions to apply in each case.

The COURT.—Exceptions allowed.” \* \* \*  
[113]

“The COURT.—Let the record show the jurors are all present.

These amounts written in exceed, in each case exceed the face of the amount of the bond, do they not?

Mr. METZGER.—Because of the interest, yes, your Honor.

The COURT.—Well, your contention, is that for the amount due from the company or from the defendant on its bond? The principal was within the face of the bond. That interest accrues on that obligation just the same as any other obligation?

Mr. METZGER.—Yes, your Honor.

The COURT.—This interest is calculated at six per cent?

Mr. METZGER.—At six per cent.

The COURT.—What was the date of the receivership?

Mr. METZGER.—Didn't Mr. Long testify he was appointed April 18th, 1929?

The COURT.—That in each case, that would exceed 70 days from the date of the invoice?

Mr. METZGER.—Yes, your Honor, 70 days from January 21st would be at most April 1st, or April 2d, 70 days from January 21st.

The COURT.—Gentlemen, you and the court have listened to the evidence in this case, and it is part of the duty of the court to construe written contracts, and the court in this case finds nothing in the case to take it out of the construction of these written contracts, and finds no issue of fact to submit to a jury, and the court has directed verdicts to be prepared in favor of the plaintiff, reading as follows: ‘We the jury in the above-entitled action, do find in favor of the plaintiff, The National Bank of Tacoma, a corporation, and against the defendant, The Aetna Casualty & Surety Company, in the sum of \$4,244.36, being instructed by the Court so to do. Dated this 13th day of November, 1931.’

The COURT.—The bailiff will hand the pen to Mr. Angrove, the Foreman, and he will sign the verdict.” [114]

Mr. HENDERSON.—We believe, probably for the record, it is necessary to take our exceptions after the instructions are given. For that reason, the defendant excepts to the instructions of the Court for the reason that, First, there is no proof of any damage sustained by the plaintiff in any or either of the cases for which the defendant is liable. Second, that in any event the bond being joint or several, the recovery could not exceed one-half of the bond, in view of the fact that the other

obligees, the Twin Harbors Lumber Company is not a party to this action. Third, in any event the recovery right could not exceed the amount which it is alleged was advanced at the time the bond was given. Fourth, for the further reason that interest is not recoverable except from the date that demand was made upon the Surety Company, as held by the Supreme Court of this state.

The COURT.—The plaintiff did not show the date of demand, as I recall. Plaintiff ask to show when demand was made?

Mr. METZGER.—No, your Honor. I think we are entitled to interest as calculated.

The COURT.—Exceptions allowed.

(Whereupon verdicts signed by foreman of jury and read by the Court.)

The COURT.—The verdicts will be received and filed as the verdicts of the jury in these three cases. [115]

Plaintiff's Exhibits Nos. 1 to 6, inclusive, omitted from the printed record by stipulation, it being stipulated and agreed that the defendant and its agents who signed and executed the bond here sued on were duly authorized to execute and deliver said bond.

Exhibits Nos. 7 to 10, inclusive, omitted from the printed record by stipulation, it being stipulated and agreed that they relate exclusively to matters in no way involved in this appeal.

Exhibit No. 11 omitted from the printed record by stipulation, it being stipulated and agreed that it is

the original bond here sued on and that Exhibit "C" attached to the original complaint and printed as a part of said complaint is a true copy of said bond.

PLAINTIFF'S EXHIBIT No. 12.

SB-306012

Agency Direct

THE AETNA CASUALTY AND SURETY COMPANY.

Hartford, Connecticut.

APPLICATION FOR SUPPLY CONTRACT BOND.

NOTE!

Copy of Contract must accompany this application and all questions must be answered fully.

The Company reserves the right to decline this application and to withhold reason for declination as all information relative thereto is regarded as confidential.

1. Full name of applicant—American Wood Pipe  
(If corporation, give exact title.)  
Company. Age .....
2. Business address—3109 South Cedar St.,  
(Street, City and State.)  
Tacoma, Washington.
3. If Proposal Bond, the total contract price is  
\$. . . . ., and the final Bond will be in the  
amount of \$. . . . .
4. Amount contract—\$4,000.00 Date—January  
21st, 1929. Amount bond—\$4,000.00



5. (To whom is bond given—Twin Harbors Lum-  
(Give full name. If a corporation, give exact corporate title.)  
(ber Company and/or The National Bank  
(Business address—of Tacoma.
6. Nature of contract—Furnishing 50 M. B. M.  
S2S Edges Rough 9 ft.  
Furnishing 50 M. B. M. S2S Edges Rough  
8 ft.  
(Give concise description and location.)  
.....
7. In what business are you now engaged? Wood  
Pipe.  
How long have you been engaged in this busi-  
ness? .....  
Are you interested in any other business?..  
If so, state nature of same, location and  
under what name conducted .....  
.....
8. Have you the commodity or commodities called  
for in this contract in stock? .....  
If not, state from what source obtainable ...  
.....
9. Is it possible to obtain the commodity or com-  
modities called for in this contract in the  
open market? .....  
.....
10. Date contract commences? ..... Date to  
be completed? 60 days.
11. Penalty for non-completion on above date?  
.....
12. In what form, and when are payments to be  
made? .....

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13.    Are you required under this contract to guarantee any commodity or commodities?.....  
          If so, for what period? .....  
          Give full particulars as to guaranties .....  
          .....
14.    Will any percentage of contract price be retained to cover guarantees? .....
15.    Does this contract call for any patented articles?.....    If so, have you made arrangements to obtain the same through the party or parties holding the patent rights?..  
          .....  
          Are you liable for loss occasioned by patent litigation? .....
16.    Are you having any difficulty with any present or recent contract? .....
17.    Give the following particulars in regard to uncompleted supply contracts.

LOCATION	AMOUNT	NATURE	PERCENTAGE COMPLETED.	SURETIES.
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

18.    Enumerate some of the contracts, similar to this one in nature and amount, which you have completed .....  
          .....  
          .....
19.    Statement of Assets and Liabilities Taken  
t        from the Books as of....., 19..

# ASSETS.

Cash on hand (not in bank) .....\$.....

Cash in following banks:

(give names.) .....\$.....

.....\$.....

.....\$.....

.....\$.....

---

\$.....

Stocks and Bonds: (Mar-

(Give itemized list.)

ket value.) .....\$.....

.....\$.....

.....\$.....

Real Estate, title to which

is in the name of .....

(Give location, street number, city and state, and advise whether im-  
proved or unimproved.)

.....\$.....

.....\$.....

Plant at cost .....\$.....

(Describe plant fully.)

Allowance for depreciation .....\$.....

---

.....\$.....

Stock on hand .....

(Describe nature fully and state whether it can be used in this con-  
tract.)

.....\$.....

Due for work completed on

unfinished contracts .....\$.....

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Accounts receivable, not in-  
cluded in above .....  
(Do not include anticipated profits.)  
.....  
(Advise from whom larger items are due and when payable.)  
.....\$.....  
Other assets .....\$.....  

---

Total Assets. \$.....

### LIABILITIES.

Money borrowed from  
banks: (Give dates due.) .....\$.....  
Money borrowed from  
other sources .....\$.....  
Borrowed or due on Stocks  
and Bonds .....\$.....  
Mortgages on Real Estate .....  
.....  
.....\$.....  
Encumbrance on plant .....\$.....  
Accounts payable .....\$.....  
(State when larger items are due and amounts.)  
Notes payable .....\$.....  
Other liabilities .....\$.....  
Total Liabilities, \$.....

The undersigned agrees, that the Banks may  
confirm any statement made, as to moneys  
on deposit, if the Company makes inquiry.  
Witness: .....

(Contractors Signature.)

20. Has application for this Bond been made to  
another company? .....

If so, to what company, and with what result?

21. Has your application for a Bond ever been declined?..... If so, by whom? .....

22. Have you ever failed in business? .....

23. Insurance carried. ....  
(State kind, amount, name of Companies and to whom payable.)

24. If a co-partnership, answer these questions:  
Name of individuals composing same.

NAME	ADDRESS.	AGE.
------	----------	------

.....
.....
.....
.....
.....

Has any member of the firm ever failed in business? .....

25. If a corporation answer these questions:

In what state incorporated? ..... When incorporated? .....

Principal office? .....

Authorized capital? \$...... Subscribed capital? \$.....

Capital paid in cash? \$.....

26. References: Give supply houses, banks and persons to whom you have furnished supplies

.....  
.....  
.....



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The undersigned hereby affirms, that the foregoing declarations made and answers given, are the truth without reservation, and are made for the purpose of inducing The Aetna Casualty and Surety Company of Hartford, Conn., to become or to procure surety and co-surety, if necessary, on a certain bond hereby applied for, and hereby appoints said The Aetna Casualty and Surety Company, agent for the procurement of such surety and co-surety.

The undersigned, hereinafter called the indemnitor(s), in consideration of said The Aetna Casualty and Surety Company, or any Company or Companies which it may procure in substitution or as co-surety jointly with it (all hereinafter called the Company), executing or consenting to execute the bond herein applied for, hereby covenants and agrees with the Company, its successors and assigns, as follows:

(If application is for proposal bond, fill in contract premium, and maintenance premium if any. If for contract bond, fill in maintenance premium, if any).

First: The undersigned will pay the Company the premiums herein agreed upon, to wit:

Proposal or Bid.

If the bond be a "Proposal" or "Bid" bond,  
..... Dollars, (\$.....) in advance.  
If, however, such "Proposal" or "Bid" bond shall, by its terms, guarantee the faithful performance of the contract, or if no bond guaranteeing such faithful performance will be required to supersede the said bond, then the regular charge for a contract

bond, as provided in the next two succeeding paragraphs, shall be paid by the undersigned. If the proposal bond is superseded by a final bond of this Company, guaranteeing the faithful performance of the contract, the premium charge for the proposal bond will be credited on the premium for the contract bond.

#### Contract Bond.

If the bond be a "Contract Bond" or similar instrument, the terms of which guarantee the faithful performance of the contract,—Ten and no/100 Dollars, (\$10.00) per annum in advance. Should the contract exceed the amount stipulated in this application, the undersigned agrees to pay the Company annually, as additional premium, a further sum calculated at the rate of \$2.50 per \$1,000 of such excess contract amount.

#### Maintenance or Guarantee.

If any maintenance or guarantee of the commodities called for in the contract is provided in the contract, for which either the contract bond or any separate bond which may be executed is liable, ..... Dollars, (\$.....) per annum, full term of maintenance or guarantee, however, to be paid in advance. The contract premium, if there be no maintenance or guarantee, will be paid annually, as above, until the Company shall be discharged or released from any and all liability and responsibility upon said bond, and all matters arising therefrom, and competent written legal evidence of such discharge or release, satisfactory to the Company, is served thereon at its Home Office

in the City of Hartford, Conn. Where the contract bond covers any maintenance or guarantee of the work, the contract premium will be paid annually only until the undersigned furnishes the Company with like evidence of the completion of the contract, which will be the commencement date of maintenance and maintenance premium.

Second: The undersigned will at all times indemnify and keep indemnified the Company, and hold and save it harmless from and against any and all damages, loss, costs, charges and expenses of whatsoever kind or nature, including counsel and attorney's fees, whether incurred under retainer or salary or otherwise, which it shall or may, at any time, sustain or incur by reason or in consequence of its suretyship or procurement of suretyship, and will pay over to the Company, its successors and assigns, all sums and amounts of money which it or its representative shall pay or cause to be paid, or become liable to pay, on account of such suretyship, and on account of any damage, costs, charges and expenses of whatsoever kind or nature, including counsel and attorney's fees, whether incurred under retainer or salary or otherwise, which it may pay, or become liable to pay, by reason of the same, or in connection with any litigation, investigation, collection of premium, or other matter connected therewith, such payment to be made to the Company as soon as it shall have become liable therefor, whether it shall have paid out said sum or any part thereof, or not, and said Company is hereby authorized to prove such expenses, costs, or attorney's fees, in any action

or proceeding and to include the same in any judgment.

Third: That in the event of any *de* in the completion of the contract, or any fail comply with the terms and conditions thereof, whereby the Company may become liable *y* loss thereon, all payments and moneys due *to* become due under the said contract may be withheld by the obligee, to be used only for the completion of said contract; and any balance remaining in the hands of the obligee, shall, as soon as the contract is completed and accepted, be paid to the Company—and this covenant shall operate as an assignment thereof—and the residue, if any, after such reimbursement, shall be paid to the undersigned, after all liability of the Company has ceased to exist under the bond.

Fourth: That upon the making of any demand, or the giving of any notice, or the institution of any action or proceeding upon any claim, or preliminary to determining or fixing any liability which the surety may be called upon to discharge, by reason of such suretyship, the indemnitor(s) will immediately notify the surety thereof, in writing, at its said Home Office in the City of Hartford, Conn.

Fifth: That in the event of the failure of the undersigned to comply with, or make due performance of any covenant hereof, the Company may, at any time thereafter, take such steps, as it deems necessary or proper, to obtain its release from all liability under said bond, and to secure and further indemnify itself against loss, and all damage and expense which the Company may sustain or incur, or be put



to, in obtaining such release, or in further securing itself against loss, shall be borne and paid by the undersigned.

Sixth: That it shall not be necessary for the Company to give the undersigned notice of any act, fact or information, coming to the notice or knowledge of the Company, concerning or affecting its rights or liability under said suretyship, or the rights or liability of the undersigned hereunder, notice of all such being hereby expressly waived.

Seventh: Any security taken by the Company, in connection with said bond, may be held by the Company, as a protection against any bonds executed by the Company on behalf of the indemnitor(s), and outstanding at the time of the receipt of evidence showing the termination of liability on the said bond, and the Company may sell or realize upon the said collateral, at its discretion, at public or private sale, and with or without notice to the indemnitor(s) of the time or place of such sale, for the purpose of protecting itself against any claim, demand or loss under the said bond, or any other bond so outstanding.

Eighth: That for the better protection of the Company, and in further consideration of the execution of the bond herein referred to, the undersigned, as of the date hereof, hereby sells, assigns, transfers and conveys to the Company, all the right, title and interest of the undersigned, in and to all the tools, plant, equipment and materials of every nature and description, that the undersigned may now or hereafter have upon the work, or in or about the site



thereof, or at any other point and of service in connection with said contract, including as well, materials purchased for or chargeable to said contract, which may be in process of construction, in storage elsewhere, or in transportation to said site, and authorizes and empowers the Company, its authorized agents or attorneys, to enter upon and take possession of said tools, plant, equipment and materials, and enforce and enjoy such possession at any time, for its own special use and benefit, upon the following conditions viz:

This sale, transfer and assignment, shall be and remain in full force and effect as of the date hereof, and shall be and continue in full force and effect until the final completion of the contract, and of any other contract covered by a bond of the Company given for the undersigned, or at the request of the undersigned, and until the final settlement of all matters growing out of any such contract; and the Company shall, in the event of any loss or default, have full right to sell and convey the whole or any part of the property hereby sold and assigned, to make good any loss or expense incurred or to be incurred by it, by reason of the execution of the bond herein referred to, or any other bond given for or at the request of the undersigned, and the undersigned furthermore assigns all right, title and interest, that the indemnitor(s) has in and to all sub-contracts, which have been or may hereafter be entered into, and the materials embraced therein, to the extent that the Company shall accept such sub-contracts. And the Company shall, at its option, be subrogated

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to all the rights, properties and interest of the undersigned in the contract covered by this bond.

Ninth: The indemnitor(s) agrees to accept vouchers, or other evidence of any loss paid by The Aetna Casualty and Surety Company under the bond herein applied for, together with vouchers or other evidence of payment of all costs and expenses whatever, incurred by said The Aetna Casualty and Surety Company in adjusting such loss, or in completing said contract, as *prima facie* evidence against the indemnitor(s) of the fact and extent of the indemnitor's liability, under said application, to the Aetna Casualty and Surety Company.

The indemnitor(s) further agrees, upon the commencement of any suit against the Company growing out of any matter, cause or thing whatsoever, directly or indirectly connected with, or relating to, the bond herein applied for, to deposit with the Company, cash or collateral security satisfactory to the Company, in an amount sufficient to indemnify it up to the full amount of the recovery demanded in the complaint.

That in the event of the indemnitor(s) requesting the Surety to prosecute or defend, or take part in any suit, action, proceeding, appeal, or writ of error, the indemnitor(s) will, on making such request, place the Surety in possession of funds or collateral security, approved by it, sufficient to defray any costs, charges and expenses, which it may incur in so doing, and to discharge any liability, order, judgment or adjudication which may result, in consequence of its so doing, or of its said suretyship.

Tenth: That these covenants shall be binding, not only upon the undersigned, jointly and severally, but as well upon the respective heirs, executors, administrators, successors and assigns of the undersigned.

AMERICAN WOOD PIPE CO.

By VAUGHAN MORRILL, Pres.

(Officer's name and title if applicant be a corporation)

By CYRUS HAPPY, Jr., Secty.

Dated at Tacoma, Washington this 21st day of January, 1929.

NOTE.

If co-partnership, firm name must be signed with name of member acting on its behalf, and each member must sign individually as well.

If corporation, corporate name must be signed in full, with the officer's name and title on line below. Corporate seal must be impressed.

.....

Witness:

Execution of this agreement must always be acknowledged before a notary public or other officer authorized to take acknowledgments.

Individual  
Acknowledgment

State of .....,

County of .....,—ss.:

On this .... day of ....., 19..., before me personally appeared ..... to me personally known and known to me to be the individual .... described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

**Firm Acknowledgment.**  
 State of .....  
 County of .....—ss.:  
 On this .... day of ..... 19..., before me personally appeared ..... to me known and known to me to be one of the firm of ..... described in and who executed the foregoing instrument and he thereupon duly acknowledged to me that he executed the same as and for the act and deed of said firm.

**Corporation Acknowledgment.**  
 State of Washington,  
 County of Pierce,—ss.:  
 On this 21st day of January 1929, before me personally came Vaughan Morrill to me known, who being by me duly sworn, did depose and say: that he resides in Tacoma, Washington, that he is the .... President of the American Wood Pipe Company the corporation described on and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

(Seal)

O. W. BEAUCHAMP,

Notary Public. [140]

Plaintiff's Exhibit No. 13 omitted from the printed record by stipulation, it being stipulated and agreed that said exhibit is a copy of the general loan and collateral agreement, a copy of which is attached as Exhibit "A" to the plaintiff's original complaint and printed as part of said original complaint.

Plaintiff's Exhibits Nos. 14 to 17, inclusive, omitted from the printed record by stipulation, it being stipulated and agreed that they relate exclusively to matters in no way involved in this appeal.

Plaintiff's Exhibit No. 18 omitted from the printed transcript by stipulation, it being stipulated and agreed that said exhibit is the original memorandum or assignment note, of which Exhibit "D" attached to plaintiff's original complaint and printed as part of said complaint is a true copy.

Plaintiff's Exhibit No. 19 omitted from the printed transcript of the record by stipulation, it being stipulated and agreed that said exhibit is the original invoice and assignment, of which Exhibit "B" attached to the plaintiff's original complaint and printed as a part of said original complaint is a true copy.

Plaintiff's Exhibit No. 20 omitted from the printed transcript by stipulation, it being stipulated and agreed that said exhibit relates exclusively to matters in no way involved in this appeal. [149a]





Name - AMERICAN WOOD PIPE CO.  
Address - 50 32ND & CEDAR,  
TACOMA WASH.

[illegible]



THE NATIONAL BANK OF TACOMA  
Tacoma, Washington  
NAME American Wood Pipe Co.  
ADDRESS 80 3RD & CEDAR  
TACOMA, WASH

Date	CHECKS IN DETAIL			Deposits Date		Balance	Proof
				Balance Forward	Brought		
JAN 7	43.95	161.15	19.50	JAN 7	55.10	1,557.09	1,557.09
JAN 7	39.84	34.15	32.10	JAN 7	1,570.00	1,501.99	1,501.99
JAN 7	18.81	3.55		JAN 7		14.95	14.95
JAN 8	6.98			JAN 8		7.97	7.97
JAN 8	594.54	55.88	62.88	JAN 8	225.00		
JAN 8	24.62	20.70	168.50	JAN 8	2,165.00		
JAN 8	167.36	300.00	60.75				
JAN 8	29.46	49.30	28.50				
JAN 8	193.14	305.85		JAN 8		356.76	356.76
JAN 8	487.26			JAN 8	305.55	175.05	175.05
JAN 9	2.25	84.30	50.00	JAN 9		38.50	38.50
JAN 9	13.00			JAN 9		25.50	25.50
JAN 9	136.28	60.75	319.73				
CHEC 9	.50	125.00	140.00				
JAN 9	200.00			JAN 9	1,830.00	956.76	956.76
JAN 9	305.55	343.00	60.46	JAN 9		164.23	164.23
JAN 10	11.00	43.26	93.66	JAN 10		16.31	16.31
JAN 10	15.00			JAN 10		1.31	1.31
				JAN 10	200.63	201.94	201.94
RET 10	125.00	612.63	425.00	JAN 10	2,715.00		
JAN 10	29.90	25.14	150.00	JAN 10		1,106.27	1,106.27
JAN 10	117.34	223.91	96.75	JAN 10		81.22	81.22
JAN 10	1,027.05			JAN 11		56.22	56.22
JAN 11	25.00	3.21		JAN 11		43.01	43.01
JAN 11	10.00	175.00		JAN 11	325.00	16.41	16.41
JAN 11	26.60		150.00	JAN 11		233.89	233.89
CHEC 11	250.00			JAN 11	226.41	239.32	239.32
CHEC 11	232.14			JAN 11		262.32	262.32
JAN 11	25.00			JAN 11			
RET 12	29.10	8.55	67.62	JAN 12	185.00		
				JAN 12	199.28		
				JAN 12	1,112	17.81	17.81
JAN 12	43.05	53.05	60.00	JAN 12		293.87	293.87
JAN 12	66.58	100.00		JAN 12			
JAN 14	4,595.40 1st			JAN 14	1,182.11	175.18	175.18
CHEC 14	13,216.66			JAN 14	17,100.00	85.18	85.18
JAN 14	90.00			JAN 14		2.18	2.18
JAN 15	75.00	8.00		JAN 15		2,349.28	2,349.28
JAN 15	3,017.89			JAN 15	5,365.00		
JAN 16	55.09	175.00	15.90	JAN 16		1,559.55	1,559.55
JAN 16	7.90	16.55	179.30	JAN 16		1,789.55	1,789.55
JAN 16	100.00			JAN 16		1,559.55	1,559.55
JAN 16	90.00			JAN 16		1,550.51	1,550.51
JAN 16	50.00	43.82	56.32	JAN 16		2,250.61	2,250.61
				JAN 16	730.10		
JAN 17	10.00	3.30	31.33	JAN 17		2,144.53	2,144.53
JAN 17	91.45			JAN 17		934.18	934.18
JAN 17	586.71	2,500.00		JAN 17			





SHEET NO. 2

Date	CHECKS IN DETAIL		Date Deposits		Balance	Proof
			Forward	brought		
JAN 17	1,350.40	274.14	JAN 30	JAN 17	934.18	934.18
JAN 17	4.00	28.00	87.79	JAN 17	106.81	
JAN 18	278.38	236.41	JAN 17	JAN 17	648.47	648.47
JAN 18	1.40		JAN 17	JAN 18	80.88	80.88
JAN 18	46.00		JAN 18	JAN 18	79.48	79.48
JAN 18	100.79	536.48	200.00			
JAN 19	756.46	41.05	300.00	JAN 18	793.79	793.79
JAN 19	100.00	50.00	250.50	JAN 18	224.57	224.57
JAN 19	38.38	100.00	35.13	JAN 19	103.23	103.23
JAN 19	39.43	34.80	250.00	JAN 19		
JAN 19	500.00	150.00	28.78	JAN 19		
JAN 19	25.79	62.90	8.85			
JAN 19	105.03	11.84	8.10	JAN 19	30.18	30.18
JAN 19	46.03	67.53	17.57	JAN 19	32.72	32.72
JAN 19	54.31	11.84	62.90	JAN 21	44.56	44.56
JAN 21	8.55			JAN 21	53.11	53.11
JAN 21	1,834.38	Lat	500.00	JAN 21	7.08	7.08
JAN 21	500.00			JAN 21	216.62	216.62
JAN 21	633.85	Lat		JAN 21	284.38	
JAN 21	405.16			JAN 21	1560.00	1560.00
JAN 22	75.00	17.50	36.00	JAN 21	2950.00	2050.00
JAN 22	16.50	16.20	10.45	JAN 21	1925.00	1325.00
JAN 22	6.50	25.00		JAN 21	801.38	691.15
JAN 22	53.91			JAN 21	285.99	285.99
JAN 22	84.65	200.00	150.00	JAN 22	81.84	81.84
JAN 22	100.00	237.86		JAN 22	27.93	27.93
JAN 22	525.54			JAN 22	744.58	744.58
JAN 22	3.96	108.40	2.00	JAN 22	765.43	765.42
JAN 22	48.00	60.75	39.99	JAN 22	239.80	239.80
JAN 23	49.31	15.00		JAN 22	23.22	23.22
JAN 23	49.59	49.31	10.00	JAN 22	16.77	16.77
JAN 23	10.00	70.15		JAN 23	1.77	1.77
JAN 23	462.91	125.00	7.78	JAN 23	8.15 OD	8.15
JAN 23	59.91	44.10	11.50	JAN 23	1.85	1.85
JAN 23	60.75	39.18	106.32	JAN 23	78.30 OD	78.30
JAN 23	699.78					
JAN 24	39.19	43.78	15.00	JAN 23	489.47	489.47
JAN 25	34.53	70.00	276.00	JAN 24	11.97	

PLAINTIFF'S EXHIBIT "21", page 3



Date	CHECKS IN DETAIL		DATE	Deposits	DATE	BALANCE	PROOF
			Balance	Brought Forward	JAN 24	11.97	11.97
JAN 24	...	8.67			JAN 24	3.30	3.30
JAN 24	125.00	25.00			JAN 24	264.88	264.88
JAN 24	60.00	100.00					
JAN 24	331.29	376.51					
JAN 24	14.55	14.65					
JAN 24	169.31						
JAN 25	50.00	64.20					
JAN 25	83.39	60.00					
JAN 25	89.19	11.50					
JAN 25	28.52	150.00					
JAN 26	6.50	22.80					
CHG 26	1.75	341.56					
RET 26	69.45	31.98					
JAN 26	426.08	48.00					
CHG 28	7.94	38.00					
JAN 28	10.00	34.18					
JAN 28	99.36						
JAN 28	65.78						
CHG 28	20.00	186.10					
JAN 28	115.00	27.92					
JAN 28	1.34	41.68					
JAN 28	20.05	35.00					
JAN 28	492.23	556.93					
JAN 29	10.00	39.18					
JAN 29	50.00						
JAN 29	100.00	82.00					
JAN 29	35.19						
JAN 29	100.00						
JAN 30	250.57	200.00					
JAN 30	753.55						
JAN 30	100.00	5.79					
JAN 30	25.00	50.00					
JAN 30	11.50						
JAN 30	150.00						
JAN 30	568.51						
CHG 31	1.00						
JAN 31	43.00	60.00					
JAN 31	36.00	200.00					
FEB 1	2.50	30.00					
FEB 1	485.24	60.00					
JAN 24	1,970.00						
JAN 24	1,310.29						
JAN 24	659.71						
JAN 24	391.20						
JAN 25	358.62						
JAN 25	68.92						
JAN 26	37						
JAN 26	962.09						
JAN 26	402.40						
JAN 28	132.14						
JAN 28	197.92						
JAN 28	232.99						
JAN 29	71.26						
JAN 29	270.93						
JAN 29	1,869.07						
JAN 29	1,769.07						
JAN 30	1,336.50						
JAN 30	584.95						
JAN 30	697.10						
JAN 30	547.10						
JAN 30	21.41						
JAN 31	22.41						
JAN 31	452.59						
JAN 31	42.67						
FEB 1	8.98						
FEB 1	656.26						

PLAINTIFF'S EXHIBIT "21", page 4



PLAINTIFF'S EXHIBIT No. 22.

Tacoma, Wash. Jan. 15, 1929.

Deposited with

THE NATIONAL BANK OF TACOMA.

Subject to concitions on reverse of this form  
For Credit of

AMERICAN WOOD PIPE COMPANY.

Please list each check separately, describing as  
requested on back hereof.

	Dollars	Cents
Gold .....		
Silver and Fractional .....		
Currency .....		
Description of checks .....		
Note .....	3,545.00	
Note .....	1,820.00	



PLAINTIFF'S EXHIBIT No. 23.

Tacoma, Wash. Jan. 21, 1929.

Deposited with

THE NATIONAL BANK OF TACOMA.

Subject to conditions on reverse of this form

For Credit of

AMERICAN WOOD PIPE COMPANY.

Please list each check separately, describing as requested on back hereof.

	Dollars	Cents
Gold .....		
Silver and Fractional .....		
Currency .....		
Description of checks .....		
Note .....	3,375.00	

[155]

ADDRESS Assessment

Number	Date of Item	MAKER	ENDORSERS	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED		Date of Payment
											Amount	Date	PAYER	Amount	
6077	5 9 78	Amer Dist Steam Co	100540	D	D	8%	7	L	900	June 11 1878 76245			5-14-78		
6076	5 10 78	Gray Harbor Pulp Co	136376	D	D	5074	7	L	3675	July 20 78 76275			5-14-78		
6075	5 11 78	A B Fossum & Co	7936	D	D	1115	7	L	1510	June 18 78 762905			5-15-78		
6074	5 11 78	Geo M Cooke Co	703736	D	D	761	7	L	800	May 28 78 183420			5-16-78		
6073	5 12 78	Gray Harbor Pulp Co	703736	D	D	5001	7	L	4100	July 20 78 184435			5-16-78		
6072	5 12 78	Jas A Gayne	702770	D	D	7693	7	L	3375	Sept 10 78 87610			5-17-78		
6071	5 12 78	"	89785	D	D	5989	7	L	7610	Sept 10 78 190805			5-18-78		
6070	5 6 78	Townsend Harbor Lbr Co	87694	D	D	316	7	L	1015	June 1 78 191665			5-18-78		
6069	5 7 78	Jas A Gayne	506368	D	D		7	L	3175	Sept 10 78 104955			5-19-78		
6068	5 8 78	Gray Harbor Pulp Co	137612	D	D	4790	7	L	3910	July 20 78 197505			5-21-78		
6067	5 18 78	"	"	D	D	1335	7	L	1860	June 21 78 195655			5-22-78		
6066	5 19 78	"	77963	D	D	3738	7	L	3100	July 20 78 700955			5-22-78		
6065	5 19 78	American Dist Steam Co	100947	D	D	7140	7	L	1375	Aug 7 78 700340			5-23-78		
6064	5 21 78	Gray Harbor Pulp Co	18649	D	D	7922	7	L	7550	July 20 78 705190			5-23-78		
6063	5 27 78	Jas A Gayne	504834	D	D	8108	7	L	3000	Oct 8 78 210090			5-24-78		
6062	5 27 78	Amer Laundry Trade Co	271072	D	D	670	7	L	7300	June 6 78 212540			5-25-78		
6061	5 23 78	Hill Cattle Co	17831	D	D	470	7	L	1800	June 4 78 216735			5-26-78		
6060	5 23 78	Gray Harbor Pulp Co	73488	D	D	3439	7	L	3050	July 20 78 214940			5-28-78		
6059	5 24 78	"	570438	D	D	2965	7	L	2675	July 20 78 218990			5-29-78		
6058	5 24 78	Hill Cattle Co	41653	D	D	563	7	L	2225	June 6 78 218415			5-29-78		
6057	5 28 78	"	41766	D	D	502	7	L	2150	June 6 78 217315			5-31-78		
6056	5 28 78	Gray Harbor Pulp Co	83223	D	D	3980	7	L	7300	Aug 22 78 216300			5-31-78		
6055	5 28 78	City of Philipburg	7184	D	D	705	7	L	1095	June 7 78 219470			6-1-78		
6054	5 26 78	A B Nail Lbr Co	90557	D	D	107	7	L	1100	May 31 78 223080			6-2-78		
6053	5 28 78	L F Driver Lbr Co	124882	D	D	336	7	L	1080	June 13 78 225440			6-2-78		
6052	5 24 78	Amer Dist Steam Co	150759	D	D	1340	7	L	1350	July 19 78 22750594			6-5-78		
6051	5 29 78	Gray Harbor Pulp Co	138094	D	D	4381	7	L	2650	July 22 78 22741094			6-6-78		
6050	6 1 78	"	16350	D	D	5014	7	L	3175	Aug 22 78 23744594			6-7-78		
6049	6 2 78	"	136048	D	D	11596	7	L	2800	Feb 25 78 23547094			6-8-78		
										19378094			6-9-78		



55 SHEET NO. THE NATIONAL BANK OF TACOMA

NAME American Wood Pipe Co  
ADDRESS Assignments

CLASSIFICATION  
A. On Demand, paper with one or more individual or firm names (not secured by collateral).  
B. On Demand, secured by stock and bonds.  
C. On Demand, secured by other personal securities, including merchandise, warehouse receipts, etc.  
D. On time, paper with one or more individual or firm names (not secured by collateral).  
E. On time, secured by stocks and bonds.  
F. On time secured by other personal securities, including merchandise, warehouse receipts, etc.  
G. Secured by improved real estate under authority of Section 24, Federal Reserve Act, as amended:  
1. On farm land.  
2. On other real estate.  
H. Secured by real estate mortgages or other liens on realty not in accordance with Section 24, Federal Reserve Act, as amended:  
1. For debts previously contracted (Section 5137, R. S. U.S.)—  
A. Farm lands.  
B. Other real estate.  
2. All other real estate loans—  
A. Farm lands.  
B. Other real estate.  
I. Acceptances of other banks discounted.  
J. Acceptances of this bank purchased or discounted.  
K. Customers' liability on account of drafts paid under letters of credit and for which this bank has not been reimbursed.

Number	Date of Item	MAKER	ENDORSERS	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED		
											Amount	Date	PAYER	Amount	Date of Payment
6733	6 2 78	Twin Harbor Lbr Co	241695	0	0		7	L	855	June 19 78	19328092				
59	6 4 28	Jas N Coyne	506637	0	0	5696	7	L	2375	Oct 8 78	19635592		6/11 78		
60	6 4 28	Grays Harbor Pulp Co	66613	0	0	3917	7	L	2550	Aug 27 78	19967592		6/13 78		
61	6 4 28	Ames Dist Steam Co	160413	0	0	519	7	L	1160	June 21 78	20288592		6/22 78		
59997	11 17 27	Whelan Lbr Grange & Sdg	9038	0	0	8728	7	L	135092	June 30 78	20137092		6/15 78		
66998	6 5 28	Ames Dist Steam Co	160513	0	0	1824	7	L	1340	Aug 11 78	20493092		4/15 78		
9	6 5 28	Grays Harbor Pulp Co	41688	0	0	13883	7	L	3400	Feb 75 79	217592		4/16 78		
66860	6 6 28	Jas N Coyne	203735	0	0		7	L	2410	Oct 8 78	20784592		6/18 78		
1	6 6 28	Grays Harbor Pulp Co	175670	0	0	17496	7	L	3075	Feb 75 79	21149092		4/19 78		
2	6 6 28	Town of Cathlamet	48616	0	0	1639	7	L	1095	Aug 27 78	21466592		6/20 78		
66902	6 7 28	Grays Harbor Pulp Co	372066	0	0	11729	7	L	2900	Feb 75 79	21844092		6/21 78		
3	6 7 28	Th. Lord & Bucknell Co	28326	0	0	452	7	L	1230	June 21 78	218845392		6/22 78		
66947	6 8 28	Grays Harbor Pulp Co	172468	0	0	11974	7	L	2975	Feb 75 79	218981592		6/23 78		
67007	6 11 28		135439	0	0	12197	7	L	3075	Feb 75 79	219571592		6/25 78		
6706	6 13 28	City of Aberdeen	54712	0	0	721	7	L	1375	July 11 78	219431592		6/25 78		
216	6 13 28	Jas N Coyne	301988	0	0		7	L	3075	Nov. 17 78	219308592		6/26 78		
67320	6 14 28	Geo W. Luffe Inc	222497	0	0	1008	7	L	3700	June 78 78	219708592		4/26 78		
1	6 14 28	Twin Harbor Lbr Co	38739	0	0	214	7	L	685	June 30 78	219907092		6/27 78		
67296	6 15 28	Geo W. Luffe Inc	48342	0	0	899	7	L	3510	June 78 78	219171592		6/28 78		
67321	6 16 28	Geo W. Luffe Inc		0	0	758	7	L	3000	June 29 78	218871592		6/29 78		
2	6 16 28	City of Aberdeen	69981	0	0	653	7	L	1345	July 11 78	219153092		6/29 78		
3	6 16 28	Ames Laundry Mach	271335	0	0		7	L	3700	July 7 78	2186390		6/30 78		
67324	6 18 28	N B Waite Lbr Co	702676	0	0	401	7	L	1085	July 7 78	2183470		7/2 78		
5	6 18 28	City of Aberdeen	56251	0	0	569	7	L	1275	July 11 78	2189090		7/3 78		
67416	6 19 28	Nevada Const & Expt Co	102572	0	0	816	7	L	3225	July 2 78	2191955		7/5 78		
7	6 19 28	City of Aberdeen	69852	0	0	526	7	L	1275	July 11 78	2195890		7/6 78		
67425	6 20 28	Chas E Bartlett & Co	58562	0	0	339	7	L	1160	July 5 78	2192745		7/7 78		
6	6 20 28	Geo W. Luffe Inc	72290	0	0	471	7	L	2015	July 2 78	2196770		7/7 78		
67423	6 21 28	Coyne & Sons	244247	0	0	359	7	L	2140	June 28 78	2196705		7/9 78		





## CLASSIFICATION

- A. On Demand, paper with one or more individual or firm names (not secured by collateral).  
 B. On Demand, secured by stock and bonds.  
 C. On Demand, secured by other personal securities, including merchandise, warehouse receipts, etc.  
 D. On time, paper with one or more individual or firm names (not secured by collateral).  
 E. On time, secured by stocks and bonds.  
 F. On time secured by other personal securities, including merchandise, warehouse receipts etc.  
 G. Secured by improved real estate under authority of Section 24, Federal

Reserve Act, as amended:

1. On farm land.  
 2. On other real estate.  
 H. Secured by real estate mortgages or other liens on realty not in accordance with Section 24, Federal Reserve Act, as amended:  
 1. For debts previously contracted (Section 5127, R. S. U.S.)—  
 A. Farm lands.  
 B. Other real estate.  
 2. All other real estate loans—  
 A. Farm lands.  
 B. Other real estate.  
 I. Acceptances of other banks discounted.  
 J. Acceptances of this bank purchased or discounted.  
 K. Customers' liability on account of drafts paid under letters of credit and for which this bank has not been reimbursed.

## THE NATIONAL BANK OF TACOMA

SHEET NO. 36

NAME

American Wood Pipe Co

ADDRESS

Assignments

Number	Date of Item	MAKER	ENDORSEES	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED		
											Amount	Date	PAYER	Amount	Date of Payment
6752	6 21 78	Grays Harbor Pulp Co		D	D	7700	7	L	1910	Feb 75 78/95940			7-11-78		
67578	6 27 78	Bay View Ldg Co	69179	D	D	8588	7	L	4015	Oct 10 78/61710			7-11-78		
67630	6 23 78	Hart Paper Prod Co		D	D	175	7	L	460	Jul 7 78/201710			7-11-78		
	6 13 78	East v Nylander Co		D	D	50	7	L	900	Jun 75 78/95990			7-11-78		
67709	6 25 78	Jas H Coyne		D	D	19950	7	L	5400	Feb 78 78/88475			7-12-78		
67757	6 26 78	Grays Harbor Pulp Co	14171	D	D	147	7	L	4000	Feb 75 78/87475			7-12-78		
67791	6 27 78	Austin Lbr Co	3194	D	D	607	7	L	755	Aug 7 78/91775			7-13-78		
	6 27 78	J. H. Auvil	36078	D	D	3994	7	L	1730	Dec 11 78/89670			7-12-78		
67831	6 28 78	H. C. v R. L. Hodge	67049	D	D	7003	7	L	695	Jan 14 78/97940			7-12-78		
	6 28 78	Swan Harbor Lbr Co	97744	D	D	330	7	L	1060	Jul 14 78/95870			7-16-78		
	6 28 78	Austin Lbr Co	10654	D	D	615	7	L	790	Aug 7 78/94700			7-17-78		
67897	6 28 78	Swan Harbor Lbr Co	171389	D	D		7	L	2815	Sept 11 78/94870			7-17-78		
67947	6 30 78	Swan Harbor Lbr Co	33045	D	D	298	7	L	1095	Jul 14 78/94600			7-18-78		
	6 30 78	Shuler Lbr Co v S. C.	775008	D	D	60	7	L	780	Jul 11 78/97775			7-18-78		
	6 30 78		64148	D	D	107	7	L	480	Jul 11 78/95975			7-19-78		
67967	7 2 78	Swan Harbor Lbr Co	18671	D	D	7476	7	L	1655	Sept 17 78/200165			7-19-78		
	7 2 78	Shuler Lbr Co Broad St	54795	D	D	586	7	L	615	Aug 70 78/158555			7-20-78		
68056	7 3 78	Jas H Coyne		D	D	15970	7	L	4500	Feb 21 78/55095			7-20-78		
	7 3 78	Swan Harbor Lbr Co	707484	D	D	318	7	L	1170	Jul 17 78/52815			7-23-78		
68083	7 3 78	W. H. Connel Lbr Co	75641	D	D	648	7	L	7775	" 18 78/156675			7-23-78		
	7 5 78	Swan Harbor Lbr Co	67711	D	D	560	7	L	900	Aug 6 78/155075			7-24-78		
	7 5 78	Austin Lbr Co	76769	D	D	595	7	L	900	" 8 78/156330			7-24-78		
68179	7 6 78	Bay Water Corp	99643	D	D	1383	7	L	560	Nov 10 78/157870			7-25-78		
	7 6 78	State of Wash	Truck	D	D	753	7	L	1150	Aug 10 78/158750			7-26-78		
	7 6 78	Cont Pipe Mfg Co	37399	D	D	3159	7	L	7775	Sept 17 78/160450			7-27-78		
67373	6 16 78	Amur Laundry Har Co	771335	D	D	1836	7	L	1600	July 72 78/165735			7-28-78		
68212	7 7 78	Cont Pipe Mfg Co	6159	D	D		7	L	7000	Sept 17 78/166660			7-30-78		
	7 7 78	Buckman Lbr Co	45536	D	D		7	L	7075	Oct 31 78/169780			7-31-78		
65197	4 26 78	Jas H Coyne	507767	D	D	6570	7	L	7350	Aug 10 78/177700			8-1-78		



NAME American Wood Pipe Co

ADDRESS Assignments

FORM 4-11-34 20-NATIONAL BANK OF TACOMA, WASH.

- CLASSIFICATION
- A. On Demand, paper with one or more individual or firm names (not secured by collateral).
- B. On Demand, secured by stock and bonds.
- C. On Demand, secured by other personal securities, including merchandise, warehouse receipts, etc.
- D. On time, paper with one or more individual or firm names (not secured by collateral).
- E. On time, secured by stocks and bonds.
- F. On time secured by other personal securities, including merchandise, warehouse receipts etc.
- G. Secured by improved real estate under authority of Section 24, Federal

- Reserve Act, as amended:
1. On farm land.
2. On other real estate.
- H. Secured by real estate mortgages or other liens on realty not in accordance with Section 24, Federal Reserve Act, as amended:
1. For debts previously contracted (Section 517, R. S. U.S.)—
- A. Farm Lands
- B. Other real estate.
2. All other real estate loans—
- A. Farm Lands
- B. Other real estate.
- I. Acceptances of other banks discounted.
- J. Acceptances of this bank purchased or discounted.
- K. Customers' liability on account of drafts paid under letters of credit and for which this bank has not been reimbursed.

Number	Date of Item	MAKER	ENDORSERS	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED	
											Amount	Date	PAYER	Date of Payment
68717	7 9 78	Whelan Lumber Supply Co	69756	D	D	70	7	L	780	July 23 78				
8	7 9 78	Twin Harbor Lbr Co	713071	D	D	322	7	L	740	Aug 6 78				
9	7 9 78	Coast Pipe Mfg Co	16878	D	D	7	7	L	1978	Sept 24 78				
70	7 9 78	E. L. Sutherland Co Tacoma	5709	D	D	554	7	L	950	Aug 8 78				
68342	7 11 78	Joe A. Cooper		D	D	15775	7	L	4500	Feb 21 79				
3	7 11 78	Talachi Mfg Co		D	D	550	7	L	765	Aug 17 78				
68408	7 13 78	Whelan Lbr Co Supply Co	975010	D	D	94	7	L	310	July 26 78				
9	7 13 78	State Sup of Fisheries	67006	D	D	614	7	L	1130	Aug 10 78				
10	7 13 78	Coast Pipe Mfg Co	97188	D	D	7	7	L	7340	PA				
11	7 13 78	Laguna Lbr Co		D	D	759	7	L	460	Aug 11 78				
68433	7 14 78	Town of Sumner	16596	D	D	7	7	L	1700	Aug 11 78				
4	7 14 78	Labby & McNeil	18861	D	D	440	7	L	900	Aug 11 78				
5	7 14 78	Twin Harbor Lbr Co	505983	D	D	403	7	L	770	Aug 6 78				
68484	7 16 78	Coast Pipe Mfg Co	79073	D	D	7	7	L	7740	Oct 8 78				
5	7 16 78	Whelan Lbr Co & S Co	476708	D	D	188	7	L	690	July 30 78				
68527	7 17 78	Coast Pipe Mfg Co	174827	D	D	7	7	L	2175	Nov 5 78				
68553	7 18 78	Coast Fur & Hide Co	939727	D	D	93	7	L	700	Aug 11 78				
6	7 18 78	Western Colorado Fur Co		D	D	1879	7	L	7475	Aug 25 78				
68588	7 19 78	Twin Harbor Lbr Co	74949	D	D	8747	7	L	7710	Feb 25 79				
9	7 19 78	Whelan Lbr Co & S Co	769800	D	D	178	7	L	610	Aug 3 78				
90	7 19 78	Twin Harbor Lbr Co	171883	D	D	786	7	L	970	Aug 4 78				
68627	7 20 78	Coast Pipe Mfg Co	47350	D	D	7	7	L	7775	Nov 19 78				
8	7 20 78	Amer Dist. Stean Co	175197	D	D	733	7	L	1300	Aug 18 78				
9	7 20 78	City of Centralia	Trunk	D	D	135	7	L	315	Aug 11 78				
30	7 20 78	Town of Battle Ground	L. B. L.	D	D	517	7	L	350	Oct 1 78				
68739	7 23 78	Bunker Hill & Sullivan	44049	D	D	350	7	L	1700	Aug 7 78				
40	7 23 78	Whelan Lbr Co & S Co	975010	D	D	89	7	L	325	Aug 6 78				
1	7 23 78	Coast Fur & Hide Co	72670	D	D	105	7	L	785	Aug 11 78				
68778	7 24 78	State Sup of Fisheries	Trunk	D	D	797	7	L	780	Sept 13 78				





**CLASSIFICATION**  
 A. On Demand, paper with one or more individual or firm names (not secured by collateral).  
 B. On Demand, secured by stock and bonds.  
 C. On Demand, secured by other personal securities, including merchandise, warehouse receipts, etc.  
 D. On time, paper with one or more individual or firm names (not secured by collateral).  
 E. On time, secured by stocks and bonds.  
 F. On time secured by other personal securities, including merchandise, warehouse receipts, etc.  
 G. Secured by improved real estate under authority of Section 24, Federal Reserve Act, as amended.

Reserve Act, as amended:  
 1. On farm land.  
 2. On other real estate.  
 H. Secured by real estate mortgages or other liens on realty not in accordance with Section 24, Federal Reserve Act, as amended:  
 1. For debts previously contracted (Section 1117, U.S.A.)—  
     A. Farm lands.  
     B. Other real estate.  
 2. All other real estate loans—  
     A. Farm lands.  
     B. Other real estate.  
 I. Acceptances of other banks discounted.  
 J. Acceptances of this bank purchased or discounted.  
 K. Customers' liability on account of drafts paid under letters of credit and for which this bank has not been reimbursed.

# THE NATIONAL BANK OF TACOMA

SHEET NO. 55

NAME *American Wood Pipe Co*  
 ADDRESS *Assignments*

Number	Date of Item	MAKER	ENDORSERS	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED		
											Amount	Dave	PAYER	Amount	Date of Payment
61779	7 28	Twin Harbor Lbr Co	850 46	0	0	637	7	L	1075	Aug 25-78	176835		8-1-78		
68807	7 28	Shaffer Box Co	74 49	0	0	3772	7	L	1490	Nov-15-78	175770		8-3-78		
68855	7 28	Postal Tel. Cable Co	Lb L	0	0	151	7	L	310	Aug 20-78	178215		8-3-78		
9	7 26	Whitcomb B & Sup Co	975 40	0	0	145	7	L	490	Aug 10-78	177795		8-2-78		
68896	7 27	American Dist Steam	716	0	0	107	7	L	500	Aug 7-78	179880		8-2-78		
5	7 27	Shaffer Box Co	673 84	0	0	3008	7	L	1700	Oct 21-78	183535		8-6-78		
68929	7 28	Amer Dist Steamer	724	0	0	1778	7	L	900	Oct 9-78	177920		8-7-78		
30	7 28	Re Nativ Steamer		0	0		7	L	685	Aug 9-78	179050		8-7-78		
1	7 28	Shaffer Box Co	496 01	0	0	3935	7	L	2725	Nov-15-78	180615		8-8-78		
2	7 28	Whitcomb B & Sup Co	642 22	0	0	788	7	L	920	Aug 13-78	187765		8-9-78		
68984	7 30	Shaffer Box Co	663 80	0	0	3391	7	L	1615	Nov-15-78	173385		8-10-78		
69038	7 31	A B Towner & Co	Lb L	0	0	488	7	L	570	Sept 13-78	17090183		8-11-78		
9	7 31	Twin Harbor Lbr Co	532 04	0	0	595	7	L	1225	Aug 25-78	1782183		8-11-78		
69040	7 31		521 76	0	0	789	7	L	825	Aug 17-78	17552183		8-13-78		
69060	8 1	A A Browning Lbr Co	693 02	0	0	98	7	L	370	Aug 16-78	17527183		8-14-78		
8	8 1	Cont Pipe Mfg Co	1700 18	0	0		7	L	2200	Oct 10-78	17832183		8-15-78		
7	8 1	Twin Harbor Lbr Co	107 7	0	0	149	7	L	850	Aug 10-78	17795183		8-16-78		
69111	8 2		516 34	0	0	683	7	L	975	Feb 21-79	18096683		8-16-78		
7	8 2	James H. Coyne	507 319	0	0	9340	7	L	3160	Nov-26-78	18321683		8-17-78		
69338	4 27	Lockwood & Company	628 59	0	0	1781	7	L	200	Nov-26-78	181819183		8-18-78		
69152	8 3	"	670 49	0	0	5577	7	L	2490	Oct 8-78	181839183		8-18-78		
69190	8 4	Cont Pipe Mfg Co	713 152	0	0	2724	7	L	2155	Sept 1-78	1818246683		8-20-78		
1	8 4	A A. Bose	Lb L	0	0	259	7	L	430	Sept 25-78	18159683		8-20-78		
69234	8 6	J. E. Schloer	Trunk	0	0		7	L	1800	Aug 22-78	181897683		8-21-78		
5	8 6	Whitcomb B & Sup Co	666 37	0	0	2427	7	L	775	Oct 21-78	179255183		8-22-78		
6	8 6	Shaffer Box Co	646 53	0	0	3501	7	L	2225	Nov-15-78	17653183		8-22-78		
7	8 6	A Halroyd	Trunk	0	0	619	7	L	350	Aug 10-78	17650183		8-23-78		
8	8 6	Twin Harbor Lbr Co	217 85	0	0	93	7	L	1190	Sept	17806683		8-23-78		
69244	8 7	Allen & Hutchinson	Lundani	0	0	185	7	L	380	Sept 1-78	18052183		8-24-78		





## THE NATIONAL BANK OF TACOMA

NAME

American Wood Pipe Co

ADDRESS

Assignments

THIS CARD MUST BE SUBMITTED TO THE NATIONAL BANK OF TACOMA

- CLASSIFICATION
- A. On Demand, paper with one or more individual or firm names (not secured by collateral).
- B. On Demand, secured by stock and bonds.
- C. On Demand, secured by other personal securities, including merchandise, warehouse receipts, etc.
- D. On time, paper with one or more individual or firm names (not secured by collateral).
- E. On time, secured by stocks and bonds.
- F. On time, secured by other personal securities, including merchandise, warehouse receipts, etc.
- G. Secured by improved real estate under authority of Section 24, Federal

Reserve Act, as amended:

1. On farm land. 2. On other real estate.
- II. Secured by real estate mortgages or other liens on realty not in accordance with Section 24, Federal Reserve Act, as amended:
1. For debts previously contracted (Section 517, R.S.U.S.)—
- A. Farm Lands. B. Other real estate.
2. All other real estate loans—
- A. Farm Lands. B. Other real estate.
- I. Acceptances of other banks discounted.
2. Acceptances of this bank purchased or discounted.
- K. Customers' liability on account of drafts paid under letters of credit and for which this bank has not been reimbursed.

Number	Date of Item	MAKER	ENDORSEES	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED		
											Amount	Date	PAYER	Amount	Date of Payment
69195	8 7 78	Natl Bank of L. P. Co	L. C. L.	D	D		7	L	730	Sept 7 78					
69331	8 8 78	Dept of Intros		D	D	157	7	L	620	Aug 21 78					
78	8 8 78	Sum A. Lum L. Co	103874	D	D		7	L	2335	Aug 16 78					
3	8 8 78	Kill Sattle Co	L. C. L.	D	D	80	7	L	460	Aug 17 78					
68930	7 78	Pac. Nat. Bk. of Deps	504754	D	D	718	7	L	535	Oct 2 78					
69376	8 9 78	Sum A. Lum L. Co	63360	D	D	1750	7	L	7300	Sept 17 78					
65739	4 78	Joe A. Bryan	63360	D	D	4160	7	L	570	Sept 10 78					
69393	8 10 78	Sum A. Lum L. Co	77411	D	D	3889	7	L	1980	Nov 19 78					
68133	7 14 78	Town of Trinita	16596	D	D	167	7	L	137683	Sept 10 78					
69437	8 11 78	J. E. Schlosser	Truck	D	D		7	L	630	Oct 19 78					
3	11 78	Town of Eatonville	16596	D	D	2907	7	L	1590	Nov 13 78					
69481	4 13 78	City of Seattle	L. C. L.	D	D	336	7	L	775	Oct 29 78					
78	13 78	Sum A. Lum L. Co	15769	D	D	2170	7	L	3100	Sept 17 78					
69557	14 78	Amer Diet Steaks Co	L. C. L.	D	D	91	7	L	760	Sept 1 78					
8	14 78	Whitstone Coal Dist	33289	D	D	150	7	L	860	Aug 23 78					
9	14 78	Bainier Corp & Export		D	D	50	7	L	170	Aug 23 78					
69601	15 78	Western Bldg Co		D	D	389	7	L	2000	Aug 25 78					
78	15 78	Shuler Lumber Supply Co	69359	D	D	732	7	L	850	Aug 29 78					
69337	8 16 78	Sum A. Lum L. Co	103874	D	D	1678	7	L	1970	Sept 17 78					
69635	16 78	Suturben Natl Bk	Truck	D	D	367	7	L	675	Sept 13 78					
6	16 78	Sum A. Lum L. Co	73598	D	D	4977	7	L	7695	Nov 19 78					
69666	17 78	"	700 147	D	D	3614	7	L	3380	Oct 11 78					
7	17 78	Town Harbor Bldg	18898	D	D	90	7	L	930	Aug 22 78					
69701	18 78	Sum A. Lum L. Co	73744	D	D	6783	7	L	3475	Nov 19 78					
69750	18 78	H. A. Browning	69700	D	D	1173	7	L	1750	Sept 26 78					
7	76 78	State Supt of Fisheries		D	D		7	L	350	Sept 11 78					
69833	77 78	Dept of Commerce	930014	D	D	1507	7	L	2500	Sept 22 78					
4	77 78	A. B. Frazee & Co	76387	D	D	633	7	L	1480	Sept 13 78					
69870	73 78	J. E. Schlosser	Truck	D	D		7	L	1010	Nov 30 78					



- CLASSIFICATION**
- A. On Demand, paper with one or more individual or firm names (not secured by collateral).
- B. On Demand, secured by stock and bonds.
- C. On Demand, secured by other personal securities, including merchandise, warehouse receipts, etc.
- D. On time, paper with one or more individual or firm names (not secured by collateral).
- E. On time, secured by stocks and bonds.
- F. On time, secured by other personal securities, including merchandise, warehouse receipts, etc.
- G. Secured by improved real estate under authority of Section 24, Federal Reserve Act, as amended:

- Reserve Act, as amended:**
1. On farm land.
2. On other real estate.
- H. Secured by real estate mortgages or other liens on realty not in accordance with Section 24, Federal Reserve Act, as amended:
1. For debts previously contracted (Section 217, R. & U.S.).
2. All other real estate loans—
- A. Farm lands.
- B. Other real estate.
- I. Acceptances of other banks discounted.
- J. Acceptance of this bank purchased or discounted.
- K. Customers' liability on account of drafts paid under letters of credit and for which this bank has not been reimbursed.

# THE NATIONAL BANK OF TACOMA

SHEET NO. 60

NAME *American Wood Pipe Co*

ADDRESS *Assigment*

Number	Date of Item	MAKER	ENDORSERS	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED		Date of Payment
											Amount	Date	PAYER	Amount	
69571	8 23 78	Amer West Steam	261394	0	0	553	7	L	1055	Sept 10 78	1738	1683	8/20-78		
69913	8 24	St Michaels Mission	61599	0	0	2610	7	L	2200	Oct 72 78	1756	1683	8-25-78		
4 8 24	"	State Sup of Fisheries	27533	0	0	96	7	L	275	Sept 11 78	176	43183	8 27 78		
69965	8 25	St Michaels Mission	20450	0	0	21	7	L	1800	Oct 72 78	178	47183	8 28 78		
70004	8 27	Sullivan Mfg Co	77145	0	0	888	7	L	815	Oct 22 78	1799	183	8 29 78		
70072	8 28	Whitworth Co & Sup Co	426903	0	0	95	7	L	375	Sept 10 78	181	71183	8 29 78		
3 8 28	"	St Michaels Mission	31357	0	0	2603	7	L	1965	Nov 5 78	186	14183	8 30 78		
70102	8 29	Bureau of Reclamation	L.B.L	0	0	79	7	L	315	Sept 11 78	188	06683	8 31 78		
5 8 29	"	Cont Pipe Mfg Co	81593	0	0	6732	7	Lo	2225	Dec 19 78	187	4783	9-1-78		
6 8 29	"	Coastal Tel & Cable Co	72481	0	0	535	7	Lo	1250	Sept 70 78	186	99683	9-2-78		
70137	8 30	Cont Pipe Mfg Co	122427	0	0	7	7	Lo	1845	Nov 5 78	188	70683	9-2-78		
8 8 30	"	Jacob H. Cozart	88048	0	0	7	7	Lo	2035	Feb 21 79	188	6683	9-5-78		
70182	8 31	Mine Corp of Seattle	Trunk	0	0	61	7	Lo	225	Sept 14 78	1916	7183	9-5-78		
7 8 31	"	Whitworth Co & Sup Co	78109	0	0	7	7	Lo	1050	Sept 5 78	192	15683	9-6-78		
8 8 31	"	Ed. Du Pont de Nemours	28822	0	0	7	7	Lo	650	Oct 3 78	194	61183	9-7-78		
70310	9 2	H. A. Browning Lbr Co	84616	0	0	3259	7	Lo	1710	Dec 11 78	1806	7871	9 10 78		
70187	8 31	Whitworth Co & Sup Co		0	0	7	7	Lo	950	Sept 15 78	181	77871	9 10 78		
70352	9 5	Turn. A. Lum Lbr Co	14052	0	0	3695	7	Lo	2000	Nov 70 78	1808	1871	9-11-78		
8 9 5	"	City of Big Timber	L.B.L	0	0	198	7	Lo	300	Oct 5 78	185	4871	9-12-78		
6 9 5	"	Luxon Co	"	0	0	76	7	Lo	260	Sept 70 78	184	46371	9-13-78		
70395	9 6	Island Empire Paper Co	402198	0	0	265	7	Lo	485	Oct 3 78	1825	1871	9-13-78		
9 9 6	"	Turn. A. Lum Lbr Co	145266	0	0	1361	7	Lo	2000	Oct 11 78	184	79371	9-12-78		
70449	9 7	Allen & Robinson		0	0	117	7	Lo	215	Oct 5 78	1870	7371	9 12 78		
50 9 7	"	H. A. Browning Lbr Co		0	0	490	7	Lo	600	Oct 19 78	186	40386	9-15-78		
68233	7 14	Town of Sumner	16596	0	0	7	7	Lo	105371	Oct 13 78	186	47386	9-15-78		
66055	5 17	Jacob H. Cozart	506368	0	0	8686	7	Lo	2800	Oct 8 78	1759	7886	9 17 78		
70552	9 10	Whitworth Co & Supply Co	42617	0	0	163	7	Lo	600	Sept 72 78	1760	0886	9-17-78		
67897	6 24	Cont Coal Co	171389	0	0	4081	7	Lo	315	Sept 17 78	1780	0386	9-17-78		
70577	9 11	Union Pacific System	L.B.L	0	0	268	7	Lo	285	Oct 29 78	1794	6386	9-18-78		





## THE NATIONAL BANK OF TACOMA

CLASSIFICATION

A. On Demand, paper with one or more individual or firm names (not secured by collateral.)

B. On Demand, secured by stock and bonds.

C. On Demand, secured by other personal securities, including merchandise, warehouse receipts, etc.

D. On time, paper with one or more individual or firm names (not secured by collateral.)

E. On time, secured by stock and bonds.

F. On time secured by other personal securities, including merchandise, warehouse receipts, etc.

G. Secured by improved real estate under authority of Section 21, Federal

Reserve Act, as amended:

1. On farm land. 2. On other real estate.
- H. Secured by real estate mortgages or other liens on realty not in accordance with Section 21, Federal Reserve Act, as amended:
1. For debts previously contracted (Section 517, R.S.U.S.)—
- A. Farm Land. B. Other real estate.
2. All other real estate loans—
- A. Farm Land. B. Other real estate.
- I. Acceptances of other banks discounted.
- J. Acceptances of this bank purchased or discounted.
- K. Customers' liability on account of drafts paid under letters of credit and for which this bank has not been reimbursed.

NAME American Hard Pipe Co

ADDRESS Assignment

Number	Date of Item	MAKER	ENDORSERS	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED		
											Amount	Date	PAYER	Amount	Date of Payment
70578	9 11 78	Amer Hard Pipe Co	9053	P	P		7 1/2		207	Oct 9-1918	8363886		9-19-18		
9 9 11		City of Tacoma	Druck	P	P	2527	7 1/2		65	Oct 1-1918	783948		9-20-18		
70673	9 14	Locks Co		P	P	537	7 1/2		135	Sept 21-1918	68858		9-20-18		
4 9 14		Twin Harbor Lth Co	29934	P	P	1167	7 1/2		220	Oct 9-1918	5815058		9-21-18		
5 9 14		"	29057	P	P		7 1/2		1805	Sept 21-1918	41358		9-21-18		
6 9 14		"	78463	P	P	1407	7 1/2		900	Sept 20-1918	27036		9-22-18		
7 9 14		"	97919	P	P		7 1/2		1590	"	18253086		9-22-18		
70666	9 13	Amer Hard Pipe Co	725	P	P	278	7 1/2		35	Oct 16-1918	1802336		9-24-18		
7 9 13		Twin Harbor Lth Co	80139	P	P	8607	7 1/2		1700	Oct 9-1918	1815476		9-25-18		
70773	9 14	Mile C. Water & Lth Co	Druck	P	P	507	7 1/2		1700	Sept 15-1918	1998336		9-25-18		
4 9 14		Twin Harbor Lth Co	246127	P	P		7 1/2		1630	Sept 21-1918	7536		9-25-18		
70187	8 31	Thule Lth Co & S Co	78109	P	P	3147	7 1/2		330	Oct 15-1918	1837586		9-26-18		
70756	9 15	Mile C. Water & Lth Co	Druck	P	P		7 1/2		1425	Oct 15-1918	1869086		9-26-18		
7 4 15		Sunset Lth Co	"	P	P	507	7 1/2		345	Sept 21-1918	1867536		9-27-18		
68712	7 7	Coast Pipe Mfg Co	6117	P	P	2953	7 1/2		1100	Sept 21-1918	1877536		9-27-18		
70822	9 17	A. C. Browning Lth Co	5631	P	P		7 1/2		1585	Oct 15-1918	1889536		9-27-18		
3 9 17		Reed Bros Lth Co	Druck	P	P		7 1/2		2410	Nov 8-1918	1920486		9-28-18		
70867	9 18	Twin Harbor Lth Co	100587	P	P	667	7 1/2		875	Oct 27-1918	1945486		9-29-18		
8 9 18		Farmer Water Co	Druck	P	P	17	7 1/2		475	Sept 27-1918	1945486		10-1-18		
70902	9 19	Twin Harbor Lth Co	30183	P	P	6307	7 1/2		1200	Oct 16-1918	19515486		10-1-18		
3 9 19		Amer Laundry Wash Co	91760	P	P		7 1/2		1840	Oct 15-1918	1962386		10-1-18		
4 9 19		Twin Harbor Lth Co	31625	P	P	3287	7 1/2		1125	Oct 4-1918	1964486				
70672	9 18	"	47919	P	P	5147	7 1/2		247	Oct 17-1918	1973286		10-3-18		
70943	9 20	G. N. Ry Co	259497	P	P	257	7 1/2		245	Oct 11-1918	1975736		10-4-18		
4 9 20		Twin Harbor Lth Co	53825	P	P		7 1/2		825	Oct 5-1918	19840736		10-4-18		
5 9 20		Nelson Bros & Co	Druck	P	P	437	7 1/2		210	Sept 25-1918	198905736		10-4-18		
6 9 20		Patlatch Lth Co	LCH	P	P	1687	7 1/2		175	Oct 5-1918	19815736		10-4-18		
7 9 20		City of Tacoma	Druck	P	P	1567	7 1/2		425	Oct 5-1918	18406876		10-8-18		
70992	9 21	N. Pac. Union Lth Co		P	P	777	7 1/2		1200	Oct 21-1918	18891876		10-8-18		



**CLASSIFICATION**  
 A. On Demand, paper with fine of more individual or firm names (not secured by collateral).  
 B. Demand, secured by stock and bonds.  
 C. Demand, secured by other personal securities, including merchandise, warehouse receipts, etc.  
 D. On time paper with one or more individual or firm names (not secured by collateral).  
 E. On time, secured by stocks and bonds.  
 F. On time secured by other personal securities, including merchandise, warehouse receipts etc.  
 G. Secured by improved real estate under authority of Section 24, Federal Reserve Act, as amended:  
 1. Secured by real estate mortgage or other lien on realty not in accordance with Section 24, Federal Reserve Act, as amended:  
 1. For debts previously contracted (Section 1127, F.R.B. U.S.)—  
 A. Farm Lands.  
 B. Other real estate.  
 2. All other real estate loans—  
 A. Farm Lands.  
 B. Other real estate.  
 I. Acceptances of other banks discounted.  
 J. Acceptances of this bank purchased or discounted.  
 K. Customers' liability on account of drafts paid under letters of credit and for which this bank has not been reimbursed.

Reserve Act, as amended:

1. On farm land.  
 2. On other real estate.  
 H. Secured by real estate mortgage or other lien on realty not in accordance with Section 24, Federal Reserve Act, as amended:  
 1. For debts previously contracted (Section 1127, F.R.B. U.S.)—  
 A. Farm Lands.  
 B. Other real estate.  
 2. All other real estate loans—  
 A. Farm Lands.  
 B. Other real estate.  
 I. Acceptances of other banks discounted.  
 J. Acceptances of this bank purchased or discounted.  
 K. Customers' liability on account of drafts paid under letters of credit and for which this bank has not been reimbursed.

# THE NATIONAL BANK OF TACOMA

SHEET NO. 62

NAME

American Book Pipe Co

ADDRESS

Assignments

Number	Date of Item	MAKER	ENDORSEES	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED			
											Amount	Date	PAYER	Amount	Date of Payment	
70994	9/21/28	Amfiss Steam Co	718-724	D	D		7	L	1440	10-16-28						
5	9/21/28	W.B. Browning Lb Co		D	D		7	L	1760	10-14-28						
70645	9/12/28	Twins Harbor Lb Co	29057	D	D	577	7	L	64886	10-10-28						
70746	9/14/28	"	46627	D	D	306	7	L	29792	10-17-28						
71076	9/24/28	"	21791	D	D	965	7	L	1080	11-7-28						
7	9/24/28	Amfiss Steam Co	720	D	D		7	L	730	2-13-1929						
6829	7/9/28	Conn Pipe & Fg Co	16828	D	D	3062	7	L	1325	10-1-28						
71084	9/24/28	Amfiss Steam Co	726	D	D	5932	7	L	1315	5-14-29						
69234	8/6/28	E. Schlosser		D	D	1867	7	L	302	10-15-28						
71102	9/24/28	Kingville Dr & Dist	23879	D	D	1245	7	L	1230	10-31-28						
3	9/24/28	Browning Lb Co		D	D	1181	7	L	1190	11-15-28						
71134	9/24/28	Twins Harbor Lb Co	569568	D	D	163	7	L	1200	10-3-28						
71113	9/24/28	Miller & Watson Down Co	Druck	D	D	284	7	L	420	10-30-28						
71163	9/26/28	Twins Harbor Lb Co	503822	D	D	408	7	L	1115	10-16-28						
4	9/26/28	"	56828	D	D	1064	7	L	1300	11-7-28						
71199	9/27/28	Shaffert Box Co		D	D	1287	7	L	1350	11-15-28						
71200	9/27/28	Penn R.R. Co	47095	D	D	438	7	L	1185	10-16-28						
71229	9/28/28	Great Bay Service		D	D	118	7	L	210	10-27-28						
71230	9/28/28	Penn R.R. Co	569570	D	D	310	7	L	860	10-16-28						
1	9/28/28	Zealand Park Co	17572	D	D	1427	7	L	2225	10-21-28						
71241	9/29/28	McHenry	50685	D	D	1220	7	L	2510	10-24-28						
68410	7/13/28	Conn Pipe & Fg Co	97188	D	D	3923	7	L	2167	10-8-28						
71331	10/1/28	Stetson & Co Lb Co		D	D	1043	7	L	1125	11-19-28						
71374	10/2/28	Bank & Harris	171920	D	D	3048	7	L	3450	11-16-28						
70188	8/31/28	Edwards & Remond		D	D	472	7	L	540	10-15-28						
71418	10/3/28	W.B. Browning Lb Co		D	D	1677	7	L	1090	12-21-28						
9	10/3/28	Bank & Harris	132494	D	D		7	L	3000	11-30-28						
20	10/3/28	Jim Jaine		D	D	53	7	L	202	11-10-28						
71476	10/4/28	W.B. Browning Lb Co		D	D		7	L	2525	11-17-28						





THE NATIONAL BANK OF TACOMA

CLASSIFICATION

- A. On Demand, paper with one or more individual or firm names (not secured by collateral).
- B. On Demand, secured by stock and bonds.
- C. On Demand, secured by other personal securities, including merchandise, warehouse receipts, etc.
- D. On time, paper with one or more individual or firm names (not secured by collateral).
- E. On time, secured by stocks and bonds.
- F. On time secured by other personal securities, including merchandise, warehouse receipts, etc.
- G. Secured by improved real estate under authority of Section 24, Federal

Reserve Act, as amended:

- 1. On farm land.
- 2. On other real estate.
- H. Secured by real estate mortgages or other liens on realty not in accordance with Section 24, Federal Reserve Act, as amended:
- 1. For debts previously contracted (Section 5137, R.S.U.S.).
- A. Farm Lands.
- B. Other real estate.
- 2. All other real estate loans—
- A. Farm Lands.
- B. Other real estate.
- I. Acceptances of other banks discounted.
- J. Acceptances of this bank purchased or discounted.
- K. Customers' liability on account of drafts paid under letters of credit and for which this bank has not been reimbursed.

Amicus Stock Exp Co

Assignment

No	Date of Item	MAKER	ENDORSERS	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED		
											Amount	Date	PAYER	Amount	Date of Payment
177	10-4-28	Shaffert Box Co		D	D	105	7	L	165	11-15-28	18479	76	10-9-28		
178	10-4-28	United Fruit Co		D	D	190	7	L	2800	11-8-28	186330	76	10-9-28		
179	9-20-28	Divine Tailors Lbbs	53824	D	D	896	7	L	2348	11-7-28	18189	90	10-10-28		
180	9-19-28	Am Ldy Mfg Co	92760	D	D	604	7	L	360	10-20-28	18257	690	10-10-28		
181	10-5-28	Divine Tailors Lbbs	5-2000	D	D	253	7	L	1180	10-16-28	17749	690	10-11-28		
182	10-5-28	City of Bremerton	Druck	D	D	70	7	L	402	10-13-28	17642	378	10-13-28		
183	6-6-28	Rocky Canyon	20375	D	D	7	7	L	2160	11-13-28	17684	378	10-13-28		
184	7-16-28	Rocky Canyon	29823	D	D	413	7	L	1298	10-27-28	17778	8378	10-13-28		
185	6-10-28	Am Ldy Mfg Co	715392	D	D	7	7	L	1700	11-16-28	17500	83	10-15-28		
186	3-10-28	W. H. M. & Co. of Bremerton	47471	D	D	7	7	L	3150	11-7-28	1688	692	10-16-28		
187	9-11-28	Am Ldy Mfg Co	9053	D	D	183	7	L	772	10-16-28	17107	999	10-16-28		
188	10-8-28	Shaffert Box Co		D	D	1194	7	L	1535	11-15-28	17027	714	10-17-28		
189	10-10-28	Lewiston Ore. Bldg	202	D	D	70	7	L	225	10-26-28	17033	214	10-17-28		
190	10-10-28	Stella Mining Co	Druck	D	D	50	7	L	700	10-22-28	17022	214	10-18-28		
191	3-10-10-28	State Salina Bank	Druck	D	D	86	7	L	125	11-16-28	17199	214	10-18-28		
192	4-10-10-28	Black Butte Bank	202	D	D	441	7	L	180	2-13-29	17089	214	10-19-28		
193	5-10-10-28	Wassonville Country Club		D	D	320	7	L	180	1-11-29	17267	114	10-19-28		
194	7-10-28	City of Quincy	16596	D	D	7	7	L	720	11-13-28	16712	214	10-20-28		
195	7-10-28	City of Aberdeen	Druck	D	D	106	7	L	700	11-17-28	1678	491	10-20-28		
196	9-10-28	Day Hummer Wlrs Co	"	D	D	7	7	L	225	11-17-28	16703	214	10-22-28		
197	10-10-28	Western Rock Co		D	D	25	7	L	720	1-19-28	16786	214	10-22-28		
198	10-10-28	Tacoma Wash Drills	46813	D	D	142	7	L	215	11-16-28	16100	214	10-23-28		
199	9-21-28	Nat. Brooming Lbbs		D	D	7	7	L	38311	12-11-28	15833	214	10-24-28		
200	9-17-28	"	56631	D	D	226	7	L	78404	1-15-29	15453	214	10-26-28		
201	10-15-28	Black Butte Bank	Druck	D	D	7	7	L	210	11-20-28	15496	214	10-26-28		
202	3-10-15-28	Wassonville Public Svc Co	202	D	D	79	7	L	225	11-2-28	15741	714	10-25-28		
203	4-10-15-28	Neighs Co	"	D	D	50	7	L	100	10-22-28	15326	714	10-26-28		
204	9-21-28	Am Ldy Mfg Co		D	D	1782	7	L	1176	11-7-28	15346	714	10-26-28		
205	10-16-28	Rocky Canyon	35529	D	D	2451	7	L	1725	12-26-28	15108	372	10-27-28		

Am Ldy Mfg Co 2000





- CLASSIFICATION
- A. On Demand, paper with one or more individual or firm names (not secured by collateral).
- B. On Demand, secured by stock and bonds.
- C. On Demand, secured by other personal securities, including merchandise, warehouse receipts, etc.
- D. On time, paper with one or more individual or firm names (not secured by collateral).
- E. On time, secured by stocks and bonds.
- F. On time secured by other personal securities, including merchandise, warehouse receipts, etc.
- G. Secured by improved real estate under authority of Section 24, Federal

- Reserve Act, as amended:
- H. Secured by real estate mortgages or other liens on realty not in accordance with Section 24, Federal Reserve Act, as amended:
1. For debts previously contracted (Section 5127, R. & U.S.B.)—
- A. Farm Lands. B. Other real estate.
2. All other real estate loans—
- A. Farm Lands. B. Other real estate.
- I. Acceptances of other banks discounted.
- J. Acceptances of this bank purchased or discounted.
- K. Customers' liability on account of drafts paid under letters of credit and for which this bank has not been reimbursed.

# THE NATIONAL BANK OF TACOMA

SHEET NO. 64

NAME

*American Road Pipe Co*  
*Issuance*

ADDRESS

Number	Date of Item	MAKER	ENDORSERS	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED		
											Amount	Date	PAYER	Amount	Date of Payment
71918	10/6/28	Nate Bank & Pipe Co	LCL	D	D	237	7	X	237	11-13-28	15707372		10-17-28		
71968	10/7/28	W B Gossett Co		D	D	87	7	X	160	11-14-28	15731872		10-19-28		
9	10/7/28	Am Dis Steam Co	LCL	D	D	50	7	X	145	10-30-28	15710872		10-19-28		
72006	10/8/28	Cons Pipe Mfg Co	75-338	D	D	237	7	X	1770	12-26-28	15074872		10-30-28		
69432	8/1/28	J E Schlosser	Druck	D	D	89	7	X	130	11-8-28	15211372		10-30-28		
72046	10/8/28	Cons Pipe Mfg Co	206578	D	D		7	X	1575	12-26-28	15215872		10-31-28		
72079	10/10/28	Pac Natl Wks & M Co	Druck	D	D	190	7	X	390	11-14-28	15218372		10-31-28		
80	10/10/28	N G Browning Lbrs		D	D	85	7	X	172	11-15-28	15219072		11-1-28		
1	10/10/28	King Hill Dr & Lbr	101546	D	D	1007	7	X	2160	11-23-28	15232072		11-1-28		
72141	10/22/28	"	108104	D	D	1081	7	X	1090	12-12-28	152016872		11-2-28		
2	10/22/28	Sum Dr Dies	108106	D	D	428	7	X	450	12-15-28	15157372		11-2-28		
3	10/22/28	Kingham Lbrs	Druck	D	D	29	7	X	225	11-9-28	15191872		11-3-28		
4	10/22/28	City of Harrison	LCL	D	D	198	7	X	320	11-23-28	15137672		11-5-28		
72146	10/22/28	Banker's & Merchants Co	"	D	D	50	7	X	245	10-29-28	151461072		11-7-28		
72172	10/23/28	Am Dis Steam Co	160191	D	D		7	X	1180	5-14-29	151691072		11-7-28		
7217	10/23/28	D P Slater	Druck	D	D	51	7	X	175	11-7-28	151444072		11-8-28		
8	10/24/28	Porter & Jackson Co	LCL	D	D	57	7	X	210	11-1-28	151421572		11-9-28		
9	10/24/28	N G Browning Lbrs	SS	D	D	1184	7	X	1020	12-21-28	151458072		11-9-28		
72273	10/25/28	Dayton & Son Lbrs	Druck	D	D	409	7	X	840	11-19-28	151411072		11-10-28		
4	10/25/28	Twins Harbo Lbrs	28286	D	D	12	7	X	600	11-7-28	151424272		11-10-28		
72348	10/26/28	Town of Enumaw	Druck	D	D	203	7	X	290	12-1-28	151896784		11-13-28		
9	10/26/28	Shuler & Ltr Bridges & Co	59631	D	D	327	7	X	700	11-19-28	15179284		11-13-28		
72393	10/27/28	C N Ry Co	27176	D	D	101	7	X	450	11-13-28	15189584		11-15-28		
4	10/27/28	D P Slater	Druck	D	D	310	7	X	340	12-12-28	1514075284		11-16-28		
7056	9/15/28	Trile B Water & Co	"	D	D	1444	7	X	6000	11-6-28	1513251784		11-16-28		
7246	10/30/28	W B Gossett Co	52867	D	D	487	7	X	1665	11-15-28	1513081782		11-16-28		
65213	7/7/28	Buchanan Lbrs	45536	D	D		7	X	184	11-21-28	15171252		11-16-28		
72483	10/31/28	Nate Bank & Pipe Co	LCL	D	D	50	7	X	152	11-10-28	151799712		11-16-28		
4	10/31/28	Matthew Kingan Co	8154	D	D	215	7	X	255	11-20-28	151707716		11-17-28		



65 SHEET NO.

## THE NATIONAL BANK OF TACOMA

NAME

ADDRESS

*American Standard Pipe & Fittings*  
*Assignments*

## CLASSIFICATION

- A. On Demand, paper with one or more individual or firm names (not secured by collateral).  
 B. On Demand, secured by stock and bonds.  
 C. On Demand, secured by other personal securities, including merchandise, warehouse receipts, etc.  
 D. On time, paper with one or more individual or firm names (not secured by collateral).  
 E. On time, secured by stock and bonds.  
 F. On time, secured by other personal securities, including merchandise, warehouse receipts, etc.  
 G. Secured by improved real estate under authority of Section 34, Federal

## Reserve Act, as amended:

1. On farm land.  
 2. On other real estate.  
 H. Secured by real estate mortgages or other liens on realty not in accordance with Section 34, Federal Reserve Act, as amended:  
 1. For debts previously contracted (Section 513, R.R.U.R.)—  
 A. Farm Loans.  
 B. Other real estate.  
 2. All other real estate loans—  
 A. Farm Loans.  
 B. Other real estate.  
 I. Acceptances of other banks discounted.  
 J. Acceptances of this bank purchased or discounted.  
 K. Customary liability on account of drafts paid under letters of credit and for which this bank has not been reimbursed.

U.S. 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

Number	Date of Item	MAKER	ENDORSERS	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED		
											Amount	Date	FAYER	Amount	Date of Payment
7245	10/31/28	J. A. Moore	Druck	P	P	50	7	X	170	11-15-28					
6103	11/1/28	Village of Karls Park	L. H.	P	P	50	7	X	150	11-10-28					
7252	11/1/28	Am. Iron Works	W. S. 3	P	P		7	X	132	9-9-29					
7250	11/2/28	Union Bay Paper Co		P	P	132	7	X	853	11-10-28					
111	11/2/28	Browning Arms		P	P	228	7	X	568	12-21-28					
7261	11/2/28	ST. J. P. Co	20375	P	P	106	7	X	385	11-17-28					
7165	11/5/28	Her. Cons. Paper Co	27202	P	P		7	X	1620	11-19-28					
4115	11/5/28	Thru. L. H. Briggs & Co	931656	P	P	1234	7	X	1770	12-11-28					
6854	7/2/28	Cons. Paper Co	124827	P	P	4857	7	X	1000	11-19-28					
70073	8/28/28	St. Michaels Mission	31357	P	P		7	X	965	11-13-28					
21613	10/8/28	St. Bureau of Reclamation	47471	P	P	1442	7	X	3062	12-3-28					
7275	11/7/28	City of Tacoma	Druck	P	P	121	7	X	260	12-11-28					
8117	11/7/28	Her. Cons. Paper Co	8246	P	P		7	X	1190	12-3-28					
9117	11/7/28	Ch. B. Bank		P	P	89	7	X	325	11-21-28					
7262	11/7/28	Empire Building Co	Druck	P	P	99	7	X	515	11-17-28					
70828	9/17/28	Her. Cons. Paper Co		P	P	3632	7	X	1160	12-31-28					
72808	11/8/28	St. A. Browning Arms		P	P		7	X	685	12-21-28					
4118	11/8/28	Empire Building Co	Druck	P	P	2340	7	X	1025	3-8-29					
7245	11/9/28	Ch. B. Bank	L. H.	P	P	70	7	X	300	11-21-28					
6119	11/9/28	St. Bureau of Reclamation	47471	P	P	161	7	X	345	12-3-28					
7119	11/9/28	Union Karls Park	24455	P	P	258	7	X	1020	11-22-28					
7277	11/10/28	Smuggler Mining Co	63361	P	P		7	X	1425	9-2-29					
70073	8/25/28	St. Michaels Mission	31357	P	P		7	X	690	11-21-28					
68433	7/4/28	Union of Builders	16546	P	P		7	X	407	12-7-28					
66863	6/6/28	James Coyne	20325	P	P	8680	7	X	14568	2-21-29					
7245	11/3/28	Smuggler Mining Co	60003	P	P		7	X	2325	5-6-29					
73009	11/4/28	"	66380	P	P		7	X	1800						
72028	11/12/28	Harry Yard		P	P	1362	7	X	1143	11-14-29					
7115	11/12/28	Smuggler Mining Co	51767	P	P	1377	7	X	1700	12-31-28					





**CLASSIFICATION**  
 A. On demand, paper with one or more individual or firm names (not secured by collateral).  
 B. On demand, secured by stock and bonds.  
 C. On demand, secured by other personal securities, including merchandise, warehouse receipts, etc.  
 D. On time, paper with one or more individual or firm names (not secured by collateral).  
 E. On time, secured by stocks and bonds.  
 F. On time, secured by other personal securities, including merchandise, warehouse receipts, etc.  
 G. Secured by improved real estate under authority of Section 24, Federal Reserve Act, as amended.

**Reserve Act, as amended:**  
 1. On farm land.  
 2. Secured by real estate mortgages or other liens on realty not in accordance with Section 24, Federal Reserve Act, as amended:  
 1. For debts previously contracted (Section 512, R. S. D. C.).  
 A. Farm lands.  
 B. Other real estate.  
 2. All other real estate loans—  
 A. Farm lands.  
 B. Other real estate.  
 I. Acceptances of other banks discounted.  
 J. Acceptances of this bank, purchased or discounted.  
 K. Customers' liability on account of drafts paid under letters of credit and for which this bank has not been reimbursed.

# THE NATIONAL BANK OF TACOMA

SHEET NO. 66

NAME

*American Wood Piles Assignments*

ADDRESS

Number	Date of Item	MAKER	ENDORSERS	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED		
											Amount	Date	PAYER	Amount	Date of Payment
7161	108 28	Am Ldy Mach Co	15392	P	P	1313	7	L	300	11-27-28	12619716		11-17-28		
7316	1116 28	Winatchee Vinegar Co	Bruck	P	P	1021	7	L	590	11-13-29	11352953		11-19-28		
7	1116 28	Sullivan Bros Co	L L	P	P	727	7	L	305	11-28-28	1599942		11-19-28		
6716	613 28	Jos N Payne	30988	P	P		7	L	278038	12-12-28	11546642		11-20-28		
7316	1117 28	Q R Dr L P Co	6161	P	P	195	7	L	720	12-1-28	11754952		11-20-28		
7213	1117 28	Winchom Loppew Co	2702	P	P	648	7	L	46526	12-12-28	11670070		11-21-28		
6813	720 28	Conknap Loppew Co	47343	P	P	3621	7	L	129710	11-28-28	11579473		11-21-28		
7316	1119 28	Sagman Loppew Co	L L	P	P	70	7	L	130	12-17-28	11246642		11-21-28		
7	1119 28	Stewart Loppew Co	10351	P	P		7	L	1400	12-26-28	11245473		11-22-28		
8	1119 28	St N Meager Co	Bruck	P	P	91	7	L	390	12-1-28	11216470		11-23-28		
7109	1119 28	Embrey Mach Co		P	P	650	7	L	2200	12-4-28	112500470		11-23-28		
7313	1120 28	Painin Loppew Co	"	P	P	461	7	L	885	12-17-28	112334973		11-24-28		
6	1120 28	Winatchee Vinegar Co	8055	P	P	2017	7	L	1220	12-13-29	112719472		11-26-28		
7	1120 28	Sum A Loppew Co	128868	P	P	3524	7	L	2680	1-28-29	112657472		11-27-28		
6813	77 28	Buchanan Loppew Co	445436	P	P		7	L	1625	11-21-28	112472470		11-28-28		
6813	77 28	"	"	P	P		7	L	1125	11-26-28	112002470		11-30-28		
7007	828 28	St Michael Mission	31357	P	P	2984	7	L	364	12-5-28	112620470		11-30-28		
7317	1130 28	N A Browning Loppew Co		P	P		7	L	6585	4-5-29	112523260		11-30-28		
7331	1122 28	Pacific Portland Cement Co	Bruck	P	P	112	7	L	785	12-4-28	112622470		12-1-28		
711	1124 28	Baker Loppew Co	L L	P	P	727	7	L	255	12-7-28	11233260		12-1-28		
7342	1123 28	N A Browning Loppew Co		P	P	880	7	L	340	4-5-29	11233064		12-3-28		
7342	1124 28	Devins Harbor Loppew Co	159037	P	P	216	7	L	845	12-7-28	112756064		12-3-28		
6813	77 28	Buchanan Loppew Co	445536	P	P		7	L	625	11-30-28	112644064		12-4-28		
7356	1126 28	Winchom Loppew Co		P	P	2722	7	L	7715	12-1-28	112749064		12-4-28		
7146	104 28	N A Loppew Co		P	P		7	L	1525	12-26-28	11274564		12-4-28		
6813	77 28	Buchanan Loppew Co	445536	P	P	234	7	L	325	12-1-28	112335964		12-6-28		
64870	823 28	JE Schlosser		P	P	2024	7	L	480	12-17-28	112747472		12-7-28		
7149	103 28	Br L Harry	132694	P	P		7	L	1200	12-31-28	112748272		12-7-28		
73660	1130 28	Devins Harbor Loppew Co		P	P		7	L	2200	12-10-28	112749472		12-10-28		



# THE NATIONAL BANK OF TACOMA

NAME

*American Wood Pipe & Assignments*

ADDRESS

- CLASSIFICATION**
- A. On demand, paper with one or more individual or firm names (not secured by collateral).
  - B. On demand, secured by stock and bonds.
  - C. On demand, secured by other personal securities, including merchandise, warehouse receipts, etc.
  - D. On time, paper with one or more individual or firm names (not secured by collateral).
  - E. On time, secured by stocks and bonds.
  - F. On time, secured by other personal securities, including merchandise, warehouse receipts, etc.
  - G. Secured by improved real estate under authority of Section 24, Federal Reserve Act, as amended.

- Secured by real estate mortgages or other liens on realty not in accordance with Section 4, Federal Reserve Act, as amended.**
- 1. For debts previously contracted (Section 2137, U.S.C.).
  - 2. From land.
  - 3. From other real estate.
  - 4. All other real estate loans—
  - A. From land.
  - B. Other real estate.
  - 5. Acceptances of other banks discounted.
  - 6. Acceptances of this bank purchased or discounted.
  - 7. Customers' liability on account of drafts paid under letters of credit and for which this bank has not been reimbursed.

Number	Date of Item	MAKER	ENDORERS	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED		
											Amount	Date	PAYER	Amount	Date
7349	11-28-28	Swine Harbor Lb Co	42179	D	D	4617	7	A	1030	1-15-29	1325392		12-10-28		
7377	12-3-28	Am Dis Steam Co	2975	D	D	7	7	A	1920	6-19-29	1277592		12-11-28		
7378	11-7-28	New Cons Copper Co	8246	D	D	7497	7	A	41976	12-21-28	1282342		12-11-28		
7381	12-3-28	F.B. Gossett Co		D	D	7	7	A	3230	6-15-29	12700492		12-11-28		
7387	12-4-28	Am Ldy Mch Co	271009	D	D	7	7	A	2300	12-26-28	12856492		12-11-28		
7387	6-12-28	Swine Harbor Lb Co	40202	D	D	7	7	A	1025	12-11-28	12856492		12-11-28		
7396	12-5-28	Am Ldy Mch Co		D	D	7	7	A	3700		1269027		12-12-28		
7396	12-6-28	Swine Harbor Lb Co		D	D	7	7	A	2300	12-26-28	12659827		12-12-28		
7403	7-12-28	Crown of Cruita	16596	D	D	31	7	A	8435	1-12-29	13339827		12-12-28		
7408	12-7-28	Western Indul Co		D	D	3857	7	A	260	2-21-29	13645827		12-12-28		
7406	8-1-28	Cons Dipd Lb Co	170088	D	D	5667	7	A	527	12-19-28	13667327		12-14-28		
7406	11-30-28	Swine Harbor Lb Co		D	D	8867	7	A	1220	12-29-28	13635827		12-15-28		
7408	12-8-28	"	99633	D	D	1687	7	A	960	12-17-28	13596827		12-17-28		
7408	12-10-28	"		D	D	1600	7	A	1600	12-18-28	13568830		12-18-28		
7408	12-10-28	N & Browning Lb Co		D	D	4067	7	A	180	1-1-29	13919330		12-18-28		
7408	12-4-28	Swine Harbor Lb Co	40202	D	D	1537	7	A	9997	12-18-28	13790994		12-19-28		
7409	9-21-28	N & Browning Lb Co		D	D	11947	7	A	26858	1-15-29	14148994		12-20-28		
7410	12-11-28	Pacific Duct Pipe Co	Druck	D	D	1577	7	A	175	12-28-28	13802104		12-21-28		
7418	12-11-28	N & Browning Lb Co		D	D	11857	7	A	530	1-1-29	13806332		12-21-28		
7418	9-21-28	Eatonville Lb Co	308642	D	D	3357	7	A	1010	12-28-28	13758332		12-22-28		
7418	6-13-28	East Ryne	30988	D	D	116447	7	A	271093	2-21-29	13987332		12-22-28		
7418	12-12-28	W.D. Indus Service		D	D	7	7	A	6800	3-11-29	14004332		12-24-28		
7418	12-14-28	Swine Harbor Lb Co		D	D	7	7	A	3100		12859367		12-26-28		
7418	8-12-28	New Cons Copper Co	62318	D	D	7	7	A	2115	12-26-28	12626367		12-26-28		
7418	9-21-28	"	43491	D	D	7	7	A	1030	12-26-28	12849367		12-27-28		
7418	12-14-28	"	57589	D	D	7	7	A	1890	12-26-28	12698867		12-28-28		
7418	11-21-28	"	17344	D	D	7	7	A	2170	12-26-28					
7418	12-14-28	Ed du Pont de Nemours Co	Druck	D	D	80	7	A	185	1-5-29	12547367		12-28-28		
7418	12-15-28	Am Dis Steam Co	"	D	D	2777	7	A	420	1-14-29	12953367		12-29-28		





# THE NATIONAL BANK OF TACOMA

NAME *América Wood Pipe Co*  
 ADDRESS *Assignment*

**CLASSIFICATION**  
 A. On Demand, paper with one or more individual or firm names (not secured by collateral).  
 B. On Demand, secured by stock and bonds.  
 C. On Demand, secured by other personal securities, including merchandise, warehouse receipts, etc.  
 D. On time, paper with one or more individual or firm names (not secured by collateral).  
 E. On time, secured by stocks and bonds.  
 F. On time, secured by other personal securities, including merchandise, warehouse receipts, etc.  
 G. Secured by improved real estate under authority of Section 24, Federal Reserve Act, as amended:  
 1. On farm land.  
 2. On other real estate.  
 H. Secured by real estate mortgage or other liens on realty not in accordance with Section 24, Federal Reserve Act, as amended:  
 1. For debts previously contracted (Section 5127, R. S. U.S.).  
 A. Farm lands. B. Other real estate.  
 2. All other real estate loans—  
 A. Farm lands.  
 B. Other real estate.  
 I. Acceptances of other banks discounted.  
 J. Acceptances of this bank purchased or discounted.  
 K. Customers' liability on account of drafts paid under letters of credit and for which this bank has not been reimbursed.

Number	Date of Item	MAKER	ENDORSEES	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED		
											Amount	Date	PAYER	Amount	Date of Payment
7437	2/17/28	Bank of Goldendale		D	D	70/8	7	L	2035	2-6-29	1302367		12-29-28		
74049	12/10/28	Twinn Harbor Lbr Co		D	D	704	7	L	1020	1-10-29	12712367		12-3-28		
74432	12/8/28	"	112816	D	D	70	7	L	180	1-22-29	12831867		12-3-28		
74418	12/8/28	"		D	D		7	L	3325		13108867		1-2-29		
70105	8/19/28	Can Pipe Works	81973	D	D	5214	7	L	12326	12-26-28	1333267		1-3-29		
74464	12/19/28	Taylor Bridge Co		D	D	265	7	L	235	2-12-29	13112867		1-2-29		
74522	12/20/28	Twinn Harbor Lbr Co		D	D		7	L	3250	1-3-29	12978867		1-5-29		
74823	11/8/28	N. A. Browning & Co		D	D	751	7	L	56316	1-15-29	13209867		1-5-29		
74601	12/22/28	"		D	D	4200	7	L	2090	1-5-29	13366867		1-7-29		
	12/22/28	Our Sons De Nemours	Druck	D	D	131	7	L	252	1-18-29	13605267		1-8-29		
74673	12/22/28	Bank Pipe Works		D	D	320	7	L	220	3-9-29	13615367		1-8-29		
74046	10/5/28	"	706238	D	D	2651	7	L	125645	1-14-29	13592867		1-9-29		
73167	11/19/28	Thule Lbr & Dodge Supply Co	40351	D	D	1249	7	L	59155	1-16-29	13777867		1-9-29		
71476	10/21/28	Peak Lumber Co		D	D	3828	7	L	125	1-29-29	13947367		1-10-29		
73875	12/22/28	Am. Lbr. Supply Co	271109	D	D	1022	7	L	500	1-2-29	1391367		1-11-29		
74268	12/14/28	Am. Lbr. Supply Co	62318	D	D	549	7	L	20541	1-9-29	13905716		1-12-29		
74470	12/14/28	"	17566	D	D	534	7	L	2990	1-11-29	1392716		1-12-29		
	12/14/28	"	17345	D	D	564	7	L	18225	1-11-29	1397071		1-12-29		
74269	12/14/28	"	43091	D	D	501	7	L	35384	1-16-29	15089999		1-15-29		
73962	12/6/28	Twinn Harbor Lbr Co		D	D	9657	7	L	1275	12-28-28	15395267		1-16-29		
74707	12/26/28	"	579175	D	D	1967	7	L	1075	1-15-29	1566661		1-17-29		
	8/12/28	N. A. Browning & Co		D	D		7	L	1390	1-19-29	1583267		1-17-29		
74747	12/27/28	Twinn Harbor Lbr Co	592028	D	D	5207	7	L	1320	1-17-29	1581961		1-18-29		
	8/27/28	Yung & Davis & Co		D	D	152	7	L	835	1-5-29	15760961		1-19-29		
74788	12/28/28	Twinn Harbor Lbr Co		D	D		7	L	1660	1-21-29	16198461		1-21-29		
	9/12/28	"		D	D	150	7	L	1100	1-16-29	1566661		1-22-29		
74820	12/19/28	Monte & Hart		D	D	2266	7	L	3300	2-2-29	16113061		1-22-29		
71619	10/3/28	E. L. Harris	132496	D	D	4610	7	L	700	2-28-29	1636461		1-23-29		
74823	12/31/28	Twinn Harbor Lbr Co	129645	D	D	113	7	L	1175	1-5-29	16113061		1-24-29		





✓ 69 SHEET NO.

## THE NATIONAL BANK OF TACOMA

NAME

American Wood Pipe Co

ADDRESS

Esquimaux

FORM NO. 1-2-24 17 1/2" x 11" x 1/2" SPEC. PROPERTY TACOMA 1-2-24

- CLASSIFICATION
- A. On demand, paper with one or more individual or firm names (not secured by collateral).
- B. On demand, secured by stock and bonds.
- C. On demand, secured by other personal securities, including merchandise, warehouse receipts, etc.
- D. On time, paper with one or more individual or firm names (not secured by collateral).
- E. On time, secured by stocks and bonds.
- F. On time secured by other personal securities, including merchandise, warehouse receipts etc.
- G. Secured by improved real estate under authority of Section 24, Federal

Reserve Act, as amended:

1. On farm land.
2. On other real estate.
- II. Secured by real estate mortgages or other liens on realty not in accordance with Section 24, Federal Reserve Act, as amended:
1. For debts previously contracted (Section 5117, U.S.C.)—
- A. Farm lands.
- B. Other real estate.
2. All other real estate loans—
- A. Farm lands.
- B. Other real estate.
- I. Acceptances of other banks discounted.
- J. Acceptances of this bank purchased or discounted.
- K. Customers' liability on account of drafts paid under letters of credit and for which this bank has not been reimbursed.

Number	Date of Item	MAKER	ENDORSERS	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED		
											Amount	Date	PAYER	Amount	Date of Payment
74947	12-29-19	Twinn Harbors Lbls		D	D		7	L	3270		16480961		1-26-29		
74981	13-29-19	"		D	D		7	L	2235	7-29-31	1649061		1-26-29		
75061	1-5-29	Henry & Davis L Co	6943	D	D	666	7	L	95	2-11-29	1659961		1-28-29		
2	1-5-29	Oregon Casket Co	64518	D	D	68	7	L	270	1-18-29	1650961		1-28-29		
3	1-5-29	Twinn Harbors Lbls		D	D		7	L	2000		1650961		1-29-29		
75107	1-7-29	Frank Dots Lbls		D	D		7	L	1870		1663961		1-30-29		
75146	1-8-29	Daniel Dots Paper Co	Truck	D	D	70	7	L	175	1-29-29	16803961		2-1-29		
2	1-8-29	St. Luke's Lbls		D	D		7	L	2010	1-31-29	1657961		2-2-29		
75187	1-9-29	Dra St. Harding		D	D		7	L	1800		1694661		2-4-29		
75200	1-10-29	Twinn Harbors Lbls	4652	D	D	56	7	L	480	1-15-29	16848961		2-5-29		
✓	1-10-29	"		D	D		7	L	2135		17141661		2-5-29		
75256	1-11-29	McLaren Lbls	Truck	D	D	75	7	L	325	1-25-29	1693961		2-6-29		
75305	1-12-29	Keyhouse Lbls		D	D	52	7	L	185	1-23-29	1706461		2-6-29		
75340	1-14-29	Nate Sugar Mfg Co		D	D		7	L	17100	2-19-29	1720461		2-8-29		
75395	1-15-29	St. Luke's Lbls		D	D		7	L	1820		1753461		2-8-29		
6	1-15-29	Twinn Harbors Lbls		D	D		7	L	3425		1780461		2-9-29		
75470	1-17-29	Am. Can. & Gd. Co	59208	D	D	134	7	L	1364	1-22-29	1774961		2-11-29		
1	1-17-29	Twinn Harbors Lbls		D	D		7	L	1352		17915961		2-11-29		
75523	1-19-29	Down of Outing		D	D		7	L	2790	5-10-29	1789961		2-13-29		
75788	1-28-29	Twinn Harbors Lbls		D	D	1062	7	L	820	2-8-29	17990961		2-13-29		
75833	1-21-29	"		D	D		7	L	3375		18307461		2-15-29		
5	1-21-29	"		D	D	115	7	L	840	1-28-29	1844582		2-16-29		
75617	1-22-29	St. Luke's Lbls		D	D		7	L	1290	1-30-29	18561082		2-18-29		
18	1-22-29	City of Bremerton		D	D	50	7	L	220	1-30-29	1857582		2-19-29		
75668	1-23-29	Palmer L Smith Lbls		D	D		7	L	2215	3-26-29	18576082		2-19-29		
75698	1-24-29	St. Luke's Lbls		D	D		7	L	1970		1902457		2-20-29		
75788	1-26-29	70 Indian Dr. Service		D	D		7	L	1690	4-1-29	1688616		2-21-29		
75824	1-28-29	E. B. & Son		D	D		7	L	1025	2-20-29	1672316		2-21-29		
3	1-28-29	Palmer L Smith Lbls		D	D		7	L	1085	2-22-29	1684616		2-23-29		



## CLASSIFICATION

- A. On Demand, paper with one or more individual or firm names (not secured by collateral).  
 B. On Demand, secured by stock and bonds.  
 C. On Demand, secured by other personal securities, including merchandise, warehouse receipts, etc.  
 D. On time, paper with one or more individual or firm names (not secured by collateral).  
 E. On time, secured by stocks and bonds.  
 F. On time, secured by other personal securities, including merchandise, warehouse receipts, etc.  
 G. Secured by improved real estate under authority of Section 24, Federal

Reserve Act, as amended:

1. On farm land.  
 H. Secured by real estate mortgages or other liens on realty not in accordance with Section 24, Federal Reserve Act, as amended.  
 I. For debts previously contracted (Section 517, R. S. U. S.).  
 A. Farm Lands.  
 2. All other real estate loans—  
 A. Farm Lands.  
 B. Other real estate.  
 J. Acceptances of other banks discounted.  
 K. Customers' liability on account of drafts paid under letters of credit and for which this bank has not been reimbursed.

## THE NATIONAL BANK OF TACOMA

SHEET NO. 70

NAME

ADDRESS

*American Trust & Savings Co.*  
*Assignment*

Number	Date of Item	MAKER	ENDORSEES	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED		
											Amount	Date	PAYER	Amount	Date of Payment
75830	12414	Bank of Toledo		D	D		7	L	2160	3-2-19	1944616		2-25-19		
75847	1824	Whitely Bridge Lumber Co		D	D		7	L	1610	3-20-19	1454716		2-25-19		
75915	12119	"	69979	D	D	370	7	L	400	3-20-19	14762116		2-27-19		
76112	124028	Twinn Karbon Lbrs		D	D		7	L	2615	4-10-19	15016116		2-28-19		
76421	12114	"	40989	D	D	95	7	L	975	2-5-19	15217116		3-2-19		
76461	2124	Whitely Bridge Lumber Co		D	D		7	L	1710		1521116		3-4-19		
76489	2224	Oregon Lumber Co		D	D		7	L	1000	2-16-19	15321116		3-5-19		
76058	2124	Ralph L Smith Lbrs		D	D		7	L	3200		15216116		3-5-19		
4	2424	Pamlin Pulp & Paper Co		D	D	125	7	L	435	2-19-19	1543917		3-6-19		
76064	2524	Twinn Karbon Lbrs		D	D		7	L	2945		1554417		3-6-19		
76127	2424	"		D	D		7	L	1475	4-5-19	1551417		3-7-19		
76187	2724	"		D	D		7	L	2400		15677417		3-7-19		
76207	2824	Ralph L Smith Lbrs		D	D		7	L	3012		15633417		3-8-19		
76248	2924	Whitely Bridge Lumber Co		D	D		7	L	2800	4-17-19	15611417		3-9-19		
76300	21124	Twinn Karbon Lbrs		D	D		7	L	2000	3-21-19	1578917		3-9-19		
76348	21324	"		D	D		7	L	2440		1572917		3-11-19		
76437	21524	Pamlin Pulp & Paper Co		D	D		7	L	3600	5-7-19	15382917		3-11-19		
76489	2224	Oregon Lumber Co		D	D	420	7	L	4014	3-14-19	15418417		3-12-19		
76444	21824	Whitely Bridge Lumber Co		D	D		7	L	1515		1551417		3-13-19		
5	21824	Potter & Son Co		D	D		7	L	1600		1547596		3-14-19		
76571	21924	Twinn Karbon Lbrs		D	D		7	L	3025	3-11-19	1553996		3-14-19		
76821	12824	E. J. Benson		D	D	1456	7	L	88495	4-19-19	15384296		3-15-19		
76618	32024	Whitely Bridge Lumber Co		D	D		7	L	2125		15475296		3-15-19		
76648	22124	Twinn Karbon Lbrs		D	D	775	7	L	1530	3-19-19	15606296		3-16-19		
76683	22324	"		D	D		7	L	1335		15413296		3-18-19		
76764	22024	Pamlin Pulp & Paper Co		D	D		7	L	3850		15080296		3-19-19		
76848	22724	Ralph L Smith Lbrs		D	D		7	L	2050		15305296		3-19-19		
76901	22824	Pamlin Pulp & Paper Co		D	D		7	L	3200		1528296		3-20-19		
76930	12924	Bank of Toledo		D	D	2546	7	L	1935	4-3-19	15366796		3-20-19		





71 SHEET NO.

## THE NATIONAL BANK OF TACOMA

NAME

ADDRESS

*American Road & Pipe Co.*  
*Assignments*

- CLASSIFICATION**
- A. On demand, paper with one or more individual or firm names (not secured by collateral).  
 B. On demand, secured by stock and bonds.  
 C. On demand, secured by other personal securities, including merchandise, warehouse receipts, etc.  
 D. On time, paper with one or more individual or firm names (not secured by collateral).  
 E. On time, secured by stocks and bonds.  
 F. On time, secured by other personal securities, including merchandise, warehouse receipts, etc.  
 G. Secured by improved real estate under authority of Section 21, Federal Reserve Act, as amended:
1. The farm land.  
 2. Secured by real estate mortgages or other liens on realty not in accordance with Section 24, Federal Reserve Act, as amended:  
 3. For debts previously contracted (Section 217, U.S.C.)—  
 A. Farm Lands  
 B. Other real estate  
 4. All other real estate loans—  
 A. Farm Lands  
 B. Other real estate  
 5. Acceptances of other banks discounted.  
 6. Acceptances of this bank, purchased or discounted.  
 7. Customers' liability on account of drafts paid under letters of credit and for which this bank has not been reindorsed.

Number	Date of Item	MAKER	ENDORSEES	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED	
											Amount	Date	PAYER	Date of Payment
76981	3-2-29	Modern El. Water Co	63689	D	D	34	7	L	1533	3-15-29	15402.96		3-21-29	
2	3-2-29	Consumers Co		D	D	69	7	L	1533	3-25-29	15462.96		3-25-29	
3	3-2-29	Blumling Gas Meter		D	D	596	7	L	230	4-23-29	15479.96		3-26-29	
77038	3-4-29	St Paul Tacoma Lb Co	Cruck	D	D	50	7	L	340	3-7-29	15105.96		3-28-29	
77054	3-5-29	Croville Donohoe Dr	LCL	D	D	417	7	L	630	4-8-29	15033.95		3-30-29	
5	3-5-29	Tacoma Land & Imp Co	Cruck	D	D	50	7	L	100	3-28-29	148166.92		4-1-29	
77091	3-5-29	P. C. Blackwell Co	LCL	D	D	453	7	L	705	4-12-29	14803.95		4-1-29	
2	3-5-29	Federal Mining Co	118953	D	D	450	7	L	1800	3-19-29	147858.95		4-2-29	
77145	11-13-29	Smuggled Mining Co	60003	D	D	7	7	L	1218.01	4-4-29	146278.95		4-3-29	
77178	3-6-29	Lord & Bushnell Co	596370	D	D	7	7	L	141.5	3-30-29	145378.95		4-4-29	
77177	3-7-29	Grant & Adams	122202	D	D	1183	7	L	1360	4-15-29	14633.95		4-4-29	
77194	3-8-29	D. O. Slater		D	D	117	7	L	300	3-28-29	146648.95		4-5-29	
77200	3-8-29	Pacific Pipe & Paper Co		D	D	91	7	L	285	3-25-29	141388.13		4-5-29	
77277	3-9-29	Little River Petroleum Co	64372	D	D	941	7	L	1295	4-16-29	144318.13		4-5-29	
74187	12-12-28	Indian W. Service		D	D	7	7	L	270	3-18-29	143008.13		4-6-29	
76571	2-19-29	Barlow Lb Co		D	D	1	7	L	1970	4-10-29	142378.13		4-8-29	
77324	3-11-29	Little River Petroleum Co	69473	D	D	7	7	L	915		14428.13		4-8-29	
3	3-11-29	Summit Point Docking Co		D	D	344	7	L	635	4-12-29	144088.13		4-9-29	
77349	3-11-29	Dept of Interior	LCL	D	D	104	7	L	355	3-26-29	140588.13		4-9-29	
77403	3-13-29	Matchless Light & Elec	42701	D	D	512	7	L	770	4-25-29	14362.13		4-10-29	
77465	3-12-29	Chute & Smith		D	D	7	7	L	600	5-27-29	143913.13		4-11-29	
77515	3-15-29	Lord & Bushnell Co		D	D	560	7	L	1310	4-6-29	141913.13		4-12-29	
77553	3-16-29	Olympic Golf Country Club	Cruck	D	D	477	7	L	910	4-12-29	142230		4-12-29	
74157	12-12-28	Indian W. Service		D	D	12368	7	L	870	4-11-29	141913.13		4-13-29	
77669	3-19-29	Lockwood Canals, Indist	65034	D	D	7	7	L	915	3-31-30	141928.13		4-13-29	
70	3-19-29	T. Bourke	42444	D	D	107	7	L	260	4-9-29	143818.13		4-13-29	
1	3-19-29	Mutual Dr Co	42413	D	D	247	7	L	450	4-17-29	1439203.13		4-15-29	
2	3-19-29	Condo Water Land Co	42413	D	D	7	7	L	615	5-17-29	139643.13		4-15-29	
70147	3-19-29	St. Hubert Lb & Bldg Co		D	D	7	7	L	1240		138368.13		4-16-29	



**CLASSIFICATION**  
 A. On Demand, paper with one or more individual or firm names (not secured by collateral).  
 B. On Demand, secured by stock and bonds.  
 C. On Demand, secured by other personal securities, including merchandise, warehouse receipts, etc.  
 D. On time, paper with one or more individual or firm names (not secured by collateral).  
 E. On time, secured by stocks and bonds.  
 F. On time, secured by other personal securities, including merchandise, warehouse receipts, etc.  
 G. Secured by improved real estate under authority of Section 24, Federal Reserve Act, as amended.

**Reserve Act, as amended:**  
 1. On farm land.  
 2. On other real estate.  
 H. Secured by real estate mortgage or other liens on realty not in accordance with Section 24, Federal Reserve Act, as amended:  
 1. For debts previously contracted (Section 517, R. & U.S.)—  
 A. Farm Lands. B. Other real estate.  
 2. All other real estate loans—  
 A. Farm Lands. B. Other real estate.  
 I. Acceptances of other banks discounted.  
 J. Acceptances of this bank purchased or discounted.  
 K. Customers' liability on account of drafts paid under letters of credit and for which this bank has not been reimbursed.

# THE NATIONAL BANK OF TACOMA

SHEET NO. 72

NAME

*American Trust & Deposit*

ADDRESS

*Assignment*

Number	Date of Item	MAKER	ENDORSERS	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED		
											Amount	Date	PAYER	Amount	Date of Payment
77710	3/20/29	Duncan & Co		D	D	808	7	L	135	4/19/29	13909	13			4-15-29
76300	2/11/29	Swine Harbors Lbr Co		D	D		7	L	123		1380	15			4-17-29
75668	1/23/29	Ray L. Smith Lbr Co		D	D		7	L	156	4-2-29	13840	13			4-17-29
77178	3/6/29	Gold & Bushnell Co		D	D	89	7	L	440	4-16-29	13883	13			4-18-29
75788	1/16/29	W. J. Indigo Lbr Co		D	D	2136	7	L	593	4-1-29	13603	13			4-19-29
78088	3/23/29	Nov & Co		D	D		7	L	6	4-1-29	13517	8			4-19-29
9	3/24/29	Contra Thomas Water Co		D	D		7	L	37	7-17-29	1339	18			4-22-29
75668	1/23/29	Ray L. Smith Lbr Co		D	D		7	L	141		1300	5			4-23-29
76195	4/2/29	City of Centralia	Truck	D	D		7	L	35	4-13-29	1303	18			4-24-29
76445	1/13/28	Smuggler Mining Co		D	D		7	L	218	4-19-29	12940	8			4-25-29
76241	4/4/29	Repho Interior		D	D		7	L	570	4-22-29	12867	39			4-26-29
3	4/4/29	Trachy & Skinner		D	D		7	L	154	4-23-29	12794	39			4-27-29
2	4/4/29	Quimbo Logging Co		D	D	50	7	L	340	4-22-29	12689	39			4-30-29
76127	2/6/29	Swine Harbors Lbr Co		D	D		7	L	290		1239	39			5-1-29
73317	1/21/28	K. G. Browning Lbr Co		D	D		7	L	444	4-15-29	12293	39			5-7-29
78900	4/5/29	F. Qualring Moore	99762	D	D	780	7	L	1540	5-1-29	12152	39			5-8-29
1	4/5/29	Henry Lbr Co	37890	D	D	379	7	L	1390	5-19-29	12032	88			5-15-29
73378	4/8/29	Mahon Lbr Co	42762	D	D	498	7	L	1600	4-20-29	12082	47			5-15-29
9	4/6/29	Western Public Service Co	LQ	D	D	90	7	L	290	4-22-29	12003	47			5-15-29
76422	4/9/29	White Mfg Co		D	D	262	7	L	275	5-27-29	1203	11			5-17-29
3	4/9/29	Down & Stedman	Truck	D	D	137	7	L	24	4-8-29	11949	43			5-27-29
76453	4/9/29	Ray L. Smith Lbr Co		D	D		7	L	124	2-13-29	11756	43			5-29-29
76571	2/19/29	Swine Harbors Lbr Co		D	D		7	L	74		1167	84			6-10-29
76422	1/22/29	"		D	D		7	L	171	7-29-29	1157	6			6-10-29
76473	4/11/29	Tacoma Land & Drift Co	Truck	D	D	70	7	L	120	5-15-29	1150	27			6-10-29
4	4/11/29	Patterson Lbr Co	LQ	D	D	50	7	L	130	4-22-29	11409	7			6-19-29
78530	4/12/29	Intermountain Water Co		D	D	250	7	L	250	4-22-29	1087	5			7-1-29
31	4/11/29	Bank of Puget City	"	D	D	90	7	L	90	4-22-29	1087	6			7-16-29
78024	4/13/29	City of Everett	7149	D	D	1691	7	L	1890	5-29-29	1080	5			7-17-29





THE NATIONAL BANK OF TACOMA

3 SHEET NO.

American Standard  
Asayments

- CLASSIFICATION
- A. On Demand, payable with one or more individual or firm names (not secured by collateral).
- B. On Demand, secured by stock and bonds.
- C. On Demand, secured by other personal securities, including merchandise, warehouse receipts, etc.
- D. On time, paper with one or more individual or firm names (not secured by collateral).
- E. On time, secured by stocks and bonds.
- F. On time secured by other personal securities, including merchandise, warehouse receipts, etc.
- G. Secured by improved real estate under authority of Section 24, Federal Reserve Act, as amended:
1. On farm land.
2. On other real estate.
- II. Secured by real estate mortgage or other liens on realty not in accordance with Section 24, Federal Reserve Act, as amended:
1. For drafts previously contracted (Section 512, R.R.U.S.).
- A. Farm Land.
2. All other real estate loans—
- B. Other real estate.
- I. Acceptances of other banks discounted.
- J. Acceptances of this bank purchased or discounted.
- K. Customers' liability on account of drafts paid under letters of credit and for which this bank has not been reimbursed.

Number	Date of Item	MAKER	ENDORSERS	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED		
											Amount	Date	PAYER	Amount	Date of Payment
7331	11-21-18	N.A. Browning Lb Co		P	P				146438	6-19-29	101958	88	7-15-29		
7389	4-15-19	J.M. Johnston	386.58	P	P	64	7		440	4-23-29	102536	06	7-24-29		
7362	4-16-19	Am. Small Ref Co	Druck	P	P	152	7		715	4-27-29	101790	75	7-27-29		
7362	4-16-19	Am. Small Ref Co		P	P		7		2185	4-30-19	01789	75	7-27-29		
7362	4-17-19	Pacoma County Ref Co		P	P		7		320	7-17-29	9646	93	8-17-29		
7362	4-17-19	Pacoma County Ref Co		P	P		7		95	6-5-29	9646	93	8-19-29		
7368	4-17-19	Country Home Bldg Co	L.C.L.	P	P		7		75	7-16-29	9606	93	9-3-29		
7368	4-17-19	Country Home Bldg Co		P	P	130	7		320	4-27-29	9646	93	9-9-29		
7382	1-18-29	Delphi Lumber Co		P	P	62	7		185		5090	05	10-7-29		
7367	1-22-29	Delphi Lumber Co		P	P		7		830	5-8-29	90763	23	10-28-29		
7366	2-9-29	"		P	P		7		1620		9063	23	1-13-30		
7363	2-15-29	Pacoma County Ref Co		P	P		7		312		9059	48	2-10-30		
7363	1-22-29	Delphi Lumber Co		P	P		7		205		89488	46	2-19-30		
7368	1-19-29	Delphi Lumber Co		P	P		7		88029	6-10-29	88563	16	3-3-30		
7372	10-23-28	Am. Dis. Sec. Co		P	P	589	7		101549	7-12-29	88513	76	5-8-30		
7367	3-19-29	Orondo State Land Co		P	P	1002	7		22282	2-14-29	87198	46	6-4-30		
7365	3-10-29	Orondo State Land Co		P	P		7		6315	6-10-29	1600	00	10-11-30		
7358	1-19-29	Delphi Lumber Co		P	P		7		5645	6-10-29	8509	02	10-15-30		
7383	12-3-28	A.B. Bosseron Co		P	P		7		163149	7-12-29	83836	94	2-13-31		
7374	12-3-28	Am. Dis. Sec. Co		P	P		7		60207	7-12-29	8376	42	3-2-31		
7331	11-21-18	N.A. Browning Lb Co		P	P	20054	7		64367	2-27-29	8243	42	7-19-31		
7408	12-10-28	"		P	P	531	7		750	7-27-29					
7374	12-3-28	Am. Dis. Sec. Co		P	P		7		371	6-4-30					
7383	12-3-28	A.B. Bosseron Co		P	P		7		1006	6-5-30					
7367	4-17-29	Pacoma County Ref Co		P	P	607	7		375	2-10-30					
7389	3-19-29	Am. Small Ref Co		P	P		7		7033	5-8-30					
7366	1-14-29	Nat. Sugar Ref Co		P	P		7		11773	8-17-29					
7408	12-10-28	N.A. Browning Lb Co		P	P		7		10807	6-5-30					
7366	1-14-29	Nat. Sugar Ref Co		P	P		7		64636	10-18-29					





CLASSIFICATION

- A. On Demand, paper with one or more individual or firm names (not secured by collateral).  
 B. On Demand, secured by stock and bonds.  
 C. On Demand, secured by other personal securities, including merchandise, warehouse receipts, etc.  
 D. On time, paper with one or more individual or firm names (not secured by collateral).  
 E. On time, secured by stocks and bonds.  
 F. On time, secured by other personal securities, including merchandise, warehouse receipts, etc.  
 G. Secured by improved real estate under authority of Section 24, Federal

Reserve Act, as amended:

1. On farm land.  
 2. On other real estate.  
 H. Secured by real estate mortgages or other liens on realty not in accordance with Section 24, Federal Reserve Act, as amended:  
 1. For debts previously contracted (Section 517, R. & U.S.)—  
 A. Farm Lands  
 B. Other real estate.  
 2. All other real estate loans—  
 A. Farm Lands  
 B. Other real estate.  
 I. Acceptances of other banks discounted.  
 J. Acceptances of this bank purchased or discounted.  
 K. Customers' liability on account of drafts paid under letters of credit and for which this bank has not been reimbursed.

THE NATIONAL BANK OF TACOMA

SHEET NO. 7

NAME

*American West Pipe Co*  
*Assignments*

ADDRESS

RECEIVED BY BANK OF TACOMA, WASHINGTON, FEBRUARY 21, 1930

Number	Date of Item	MAKER	ENDORERS	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED			
											Amount	Date	PAYER	Amount		Date of Payment
77245	11-3-28	Smuggler Mining Co		D	D		7	L	1801							
77877	11-10-29	"	63761	D	D		7	L	1225	10-7-29						
77521	11-1-29	American West Pipe Co	201533	D	D		7	L	57912	6-4-30						
77877	11-10-28	Smuggler Mining Co	63761	D	D		7	L	992							
75340	11-2-29	Nati Sugar Mills		D	D		7	L	211954	10-11-30						
76742	4-4-29	Mackey Johnson	42744	D	D		7	L	1045	2-19-30						
76742	4-4-29	"	42744	D	D		7	L	27408	6-4-30						
76089	3-29-28	County Xonus Natu Co	222	D	D		7	L	2056	6-4-30						
73747	12-3-28	Am West Steam Co		D	D		7	L	14301	2-13-30						
75340	11-2-29	Nati Sugar Mills		D	D		7	L	142138	10-15-30						
76423	4-9-29	Bay View Packing Co		D	D		7	L	89591	3-2-31						
76423	4-9-29	"		D	D		7	L	80841							
76424	12-20-28	Quinn Salmon & Co		D	D		7	L	2615							



CLASSIFICATION

- A. On Demand, paper with one or more individual or firm names (not secured by collateral.)
- B. On Demand, secured by stock and bonds.
- C. On Demand, secured by other personal securities, including merchandise, warehouse receipts, etc.
- D. On time, paper with one or more individual or firm names (not secured by collateral.)
- E. On time, secured by stocks and bonds.
- F. On time, secured by other personal securities, including merchandise, warehouse receipts, etc.
- G. Secured by improved real estate under authority of Section 24, Federal Reserve Act, as amended.

Reserve Act, as amended:

- 1. On farm land.
- 2. On other real estate.
- II. Secured by real estate mortgage or other liens on realty not in accordance with Section 24, Federal Reserve Act, as amended:
  - 1. For debts previously contracted (Section 5137, R.R.U.S.)—
    - A. Farm Lands
    - B. Other real estate.
  - 2. All other real estate loans—
    - A. Farm Lands
    - B. Other real estate.
- I. Acceptances of other banks discounted.
- 3. Acceptances of this bank purchased or discounted.
- IV. Customers' liability on account of drafts paid under letters of credit and for which this bank has not been reimbursed.

THE NATIONAL BANK OF TACOMA

SHEET NO. 8

NAME

*American Wood Pipe Co*

ADDRESS

Number	Date of Item	MAKER	ENDORERS	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED		
											Amount	Date	PAYEE	Amount	Date of Payment
47685	3 10 27	<i>American Wood Pipe Co</i>		30 D	4 9 27	35	7 D		6000	4-19-27	98740	5-10-27			
48009	3 31 27	"		90 D	6 29 27	34550	7 D		19740	6-30-27	108740	6-26-27			
49103	4 9 27	"		30 D	5 9 27	2917	7 D		5000	5-10-27	98740	7-27-27			
50121	4 29 27	"		90 D	7 28 27	175			10000	8-10-27	100040	8-4-27			
50325	5 5 27	"		90 D	8 3 27	25525	7 D		14000	8-5-27	101540	8-4-27			
50328	5 11 27	"		90 D	8 7 27	8750	7 D		5000	8-17-27	87540	8-5-27			
50552	5 14 27	"		90 D	8 12 27	875	7 D		50000	8-19-27	90240	8-5-27			
52499	6 27 27	"		30 D	7 27 27	2917	7 D		5000	7-27-27	95390	8-15-27			
52681	6 29 27	"		90 D	9 27 27		7 D		19740	9-6-27	96340	8-16-27			
54039	8 4 27	"		70 D	8 24 27	404	7 7		1300	8-20-27	93640	8-16-27			
54049	8 4 27	"		15 D	8 14 27		7 7		1500	8-30-27	92340	8-20-27			
54083	8 5 27	"		10	8 19 27	589	7 A		2750	8-16-27	87440	8-26-27			
54253	7 28 27	"		90 D	10 26 27	175	7 D		10000	11-2-27	86740	8-30-27			
54361	8 10 27	"		90 D	11 8 27	1348	7 7		5700	8-26-27	86440	9-1-27			
54444	8 16 27	"		10	8 19 27	2392	7 D		1000	12-17-27	76700	9-6-27			
54576	8 27 27	"		90 D	11 5 27	29250	7 D		5000	11-8-27	76500	9-9-27			
54589	8 12 27	"		90 D	11 10 27	875	7 D		50000	11-17-27	76300	9-14-27			
54609	8 18 27	"		15 D	8 19 27		7 D		1000	9-1-27	76000	9-14-27			
54609	8 18 27	"		15 D	8 19 27		7 D		700	9-9-27	72430	9-29-27			
54681	6 29 27	"		90 D	9 27 27		7 D		10000	9-24-27	77430	10-3-27			
54604	8 4 27	"		15 D	8 19 27		7 D		500	9-12-27	76930	10-25-27			
54800	8 14 27	"		15 D	8 19 27		7 D		300	9-14-27	71930	11-8-27			
54641	6 29 27	"		90 D	9 27 27	30958	7 D		6430	10-1-27	71430	11-9-27			
54735	9 29 27	"		90 D	12 28 27	11253	7 D		6430	1-9-28	742885	11-25-27			
54856	10 3 27	"			10 10 27		7 D		5000	10-25-27	703885	11-30-27			
54856	10 3 27	"			10 10 27		7 D		4500	11-9-27	693885	12-17-27			
54661	10 26 27	"		90 D	1 24 28	175	7 D		10000	1-25-28	69330	1-9-27			
57898	11 8 27	"		15 D	11 23 27	574	7 D		4000	11-30-27	72130	1-20-28			
58273	11 17 27	"		30 D	12 17 27	29167	7 D		50000	1-6-28	69430				

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SHEET NO.

## THE NATIONAL BANK OF TACOMA

NAME

ADDRESS

CLASSIFICATION

- A. On Demand, paper with one or more individual or firm names (not secured by collateral).  
 B. On Demand, secured by stock and bonds.  
 C. On Demand, secured by other personal securities, including merchandise, warehouse receipts, etc.  
 D. On time, paper with one or more individual or firm names (not secured by collateral).  
 E. On time, secured by stock and bonds.  
 F. On time secured by other personal securities, including merchandise, warehouse receipts, etc.  
 G. Secured by improved real estate under authority of Section 24, Federal

Reserve Act, as amended:

1. On farm land.  
 2. On other real estate.  
 H. Secured by real estate mortgages or other liens on realty not in accordance with Section 24, Federal Reserve Act, as amended:  
 1. For debts previously contracted (Section 227, U.S.P.S.)—  
 A. Farm Lands  
 B. Other real estate.  
 2. All other real estate loans—  
 A. Farm Lands  
 B. Other real estate.  
 I. Acceptances of other banks discounted.  
 J. Acceptances of this bank purchased or discounted.  
 K. Customers' liability on account of drafts paid under letters of credit and for which this bank has not been reimbursed.

Number	Date of item	MAKER	ENDORSEES	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED		
											Amount	Date	PAYER	Amount	Date of Payment
5885	10527	American Wood Pipe Co		90D	1328	5075	7	7	289855	1-9-28	69250	2-4-28			
6000	12127	"		30D	1428	29166	7	7	50000	1-25-28	66450	2-7-28			
6044	1328	"		30D	2228	1800	7	7	29000	2-4-28	68250	2-28-28			
3	1428	"		90D	3228	11253	7	7	6450	4-2-28	65000	4-2-28			
6065	12028	"		D	D	980	7	7	2800	2-7-28	55000	4-20-28			
6100	12028	"		90D	42328	175	7	7	10000	4-27-28	57500	5-12-28			
1	1628	"		30D	21528	29167	7	7	50000	2-17-28	47500	6-9-28			
6105	21528	"		30D	31428	29167	7	7	50000	3-20-28	45000	6-12-28			
6179	42828	"		D	D	1210	7	7	1800	4-2-28	54500	6-21-28			
6353	31628	"		30D	41528	29167	7	7	50000	4-20-28	49500	6-28-28			
6410	32128	"		30D	64528	8847	7	7	5000	6-28-28	56000	6-30-28			
6435	41528	"		90D	51528	23333	7	7	40000	5-16-28	51000	7-17-28			
6440	42328	"		90D	72228	125	7	7	10000	6-9-28	56000	7-21-28			
6584	51228	"		D	D	1713	7	7	2500	6-12-28	55500	8-6-28			
6640	51528	"		30D	61428	23333	7	7	40000	6-19-28	56500	8-7-28			
6715	61428	"		30D	71428	23333	7	7	40000	7-17-28	56050	8-16-28			
6752	62128	"		90D	91928	17549	7	7	9500	9-14-28	51050	8-17-28			
6796	63028	"		90D	92828	7	7	7	6500	8-16-28	50550	8-14-28			
6852	71428	"		30D	81328	20417	7	7	35000	8-17-28	49550	9-19-28			
6861	72128	"		30D	82028	7	7	7	5000	8-6-28	40050	9-14-28			
6861	72128	"		30D	82028	7	7	7	4500	8-24-28	39000	10-2-28			
6920	8728	"		D	D	952	8	8	1000	9-19-28	30000	10-10-28			
6946	64028	"		90D	92828	11471	7	7	6050	10-2-28	25000	10-25-28			
6965	81328	"		30D	91228	175	7	7	30000	9-21-28	20000	11-15-28			
6966	72128	"		30D	82028	4210	7	7	4000	9-7-28					
7048	9628	"		30D	10628	2644	7	7	4000	10-10-28					
7117	91228	"		30D	121228	1254	7	7	30000	10-25-28					
7247	101228	"		30D	111128	14545	7	7	25000	11-15-28					
7305	111228	"		30D	121128	11467	7	7	20000	12-13-28					



## CLASSIFICATION

On Demand paper with one or more individual or firm names (not secured by collateral).  
 On Demand, secured by stock and bonds.  
 On Demand, secured by other personal securities, including merchandise, warehouse receipts, etc.  
 On time paper with one or more individual or firm names (not secured by collateral).  
 On time, secured by stocks and bonds.  
 On time, secured by other personal securities, including merchandise, warehouse receipts, etc.  
 Secured by improved real estate under authority of Section 24, Federal

Reserve Act, as amended:  
 1. On farm lands.  
 2. On other real estate.  
 II. Secured by real estate mortgage or other liens on realty not in accordance with Section 24, Federal Reserve Act, as amended:  
 1. For debts previously contracted (Section 1127, U.S.A.)—  
 A. Farm Lands.  
 B. Other real estate.  
 2. All other real estate loans—  
 A. Farm Lands.  
 B. Other real estate.  
 I. Acceptances of other banks discounted.  
 J. Acceptances of this bank purchased or discounted.  
 K. Customers' liability on account of drafts paid under letters of credit and for which this bank has not been reimbursed.

## THE NATIONAL BANK OF TACOMA

SHEET NO.

10-

NAME

American Wood Pipe Co

ADDRESS

Number	Date of Item	MAKER	ENDORSERS	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED		
											Amount	Date	PAYER	Amount	Date of Payment
421	12 11 28	American Wood Pipe Co		30 D	1 10 29	87500	11 1/2	10	15000	1-14-29	51185	2-25-29			
533	12 12 29	"		D	D	486	7	10	500	3-12-29	51545	2-25-29			
661	1 1 29	"		90 D	4 1 29	42822	7	7	24200	4-6-29	51045	3-12-29			
661	12 3 1 28	"	Transposition	90 D	3 3 1 29		7	7	26485	2-25-29	43585	3-24-29			
661	12 3 1 28	"		90 D	3 3 1 29		7	7	26485	3-29-29	44484	4-6-29			
661	12 3 1 28	"		90 D	3 3 1 29	47065	7	7	19355	4-6-29	43484	4-9-29			
783	4 1 29	"		D	D		7	10	43500	4-19-29	43500	4-19-29			
30	4 1 29	"		D	D		7	10	98403	4-9-29	33119	4-19-29			
783	4 1 29	"		D	D	172	7	10	48403	4-10-29	33001	4-24-29			
783	4 1 29	"		D	D		7	10	33119	4-24-29	31831	5-7-29			
783	4 1 29	"		D	D		7	10	33001	5-7-29	31768	5-8-29			
783	4 1 29	"		D	D		7	10	31831	5-8-29	31756	5-15-29			
783	4 1 29	"		D	D		7	10	31768	5-15-29	31724	5-21-29			
783	4 1 29	"		D	D		7	10	31724	5-21-29	31583	5-29-29			
783	4 1 29	"		D	D		7	10	31583	5-29-29	31583	6-3-29			
783	4 1 29	"		D	D		7	10	31583	6-1-29	26944	8-14-29			
783	4 1 29	"		D	D		7	10	31531	8-14-29	25988	8-20-29			
783	4 1 29	"		D	D		7	10	26944	8-20-29	25472	10-4-29			
783	4 1 29	"		D	D		7	10	25988	10-4-29	25472	10-17-29			
783	4 1 29	"		D	D		7	10	25472	10-17-29	20147	10-20-29			
783	4 1 29	"		D	D		7	10	25472	10-24-29	20094	11-1-29			
783	4 1 29	"		D	D		7	10	20147	11-6-29	20074	11-2-1029			
783	4 1 29	"		D	D		7	10	20094	2-10-30	20066	3-3-30			
783	4 1 29	"		D	D		7	10	20074	3-31-30	19065	4-3-30			
783	4 1 29	"		D	D		7	10	20066	4-3-30	18906	4-24-30			
783	4 1 29	"		D	D		7	10	19065	4-24-30	18670	4-25-30			
783	4 1 29	"		D	D		7	10	18906	10-15-30	18070	4-25-30			
783	4 1 29	"		D	D		7	10	18670	11-6-30	17191	4-25-30			
783	4 1 29	"		D	D		7	10	18070	4-8-31					



SHEET NO.

THE NATIONAL BANK OF TACOMA

- CLASSIFICATION**
- A. On Demand, paper with one or more individual or firm names (not secured by collateral).
  - B. On Demand, secured by stock and bonds.
  - C. On Demand, secured by other personal securities, including merchandise, warehouse receipts, etc.
  - D. On time, paper with one or more individual or firm names (not secured by collateral).
  - E. On time, secured by stocks and bonds.
  - F. On time, secured by other personal securities, including merchandise, warehouse receipts etc.
  - G. Secured by improved real estate under authority of Section 24, Federal

Reserve Act, as amended:

- 1. On farm land.
- 2. On other real estate.
- II. Secured by real estate mortgages or other liens on realty not in accordance with Section 24, Federal Reserve Act, as amended.
  - 1. For debts previously contracted (Section 512, R.S.U.S.).
    - A. Farm Lands.
    - B. other real estate.
  - 2. All other real estate loans—
    - A. Farm Lands.
    - B. other real estate.
- J. Acceptances of other banks discounted.
- K. Customers' liability on account of drafts paid under letters of credit and for which this bank has not been reimbursed.

NAME

ADDRESS

FORM NO. 104 (REVISED 1-1-31) PRINTED AT TACOMA, WASH.

Number	Date of Item	MAKER	ENDORSERS	Time	When Due	Interest Received	Rate	Class	Amount	Date of Payment or Renewal	TOTAL DIRECT		ENTERED AS DIRECT UNDER NAME INDICATED		
											Amount	Date	PAYER	Amount	Date of Payment
78329	4/1/29	American Wood Pipe Co		10	10			7	17191.95	5-14-31					
78329	4/1/29	"		10	10			7	17090.45						





WHEREFORE the defendant prays that the foregoing bill of exceptions be settled and allowed, and an order entered herein so providing.

Dated this 5th day of January, 1932.

J. SPEED SMITH and  
HENRY J. ELLIOTT, Jr.,  
HENDERSON, CARNAHAN & THOMP-  
SON,

Attorneys for Defendant. [181]

[Title of Court and Cause—No. 8176.]

CERTIFICATE OF JUDGE TO BILL OF  
EXCEPTIONS.

The time for filing defendant's proposed bill of exceptions having been duly extended herein by order of this court made and entered herein upon the 21st day of November, 1931, up to and including the 12th day of January, 1932; and

This Court having, upon the 30th day of January, 1932, made and entered herein the following Order:

“IT IS ORDERED: That this Court will retain jurisdiction over this cause beyond the expiration of the present term of this court for all purposes and particularly for the purpose of settling a bill of exceptions herein allowing a writ of error herein, and fixing the amount of a cost and supersedeas bond herein, should a writ of error be allowed.”

It is hereby CERTIFIED AND ORDERED:  
That the above-mentioned bill of exceptions, pages

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numbered one to one hundred eleven, containing all the evidence given or offered in the case of the National Bank of Tacoma, a National Banking Corporation, Plaintiff, vs. The Aetna Casualty & Surety Company, a Corporation, Defendant, No. 8176, and correctly shows the proceedings had on said trial, as I verily believe; and said bill of exceptions is hereby APPROVED, ALLOWED AND SETTLED and made a part of the record herein.

Given under the hand of the Judge of said court, before whom said proceedings were had, this 13th day of February, 1932.

EDWARD E. CUSHMAN, (Signed)  
United States District Judge for the Western District of Washington, Southern Division. [182]

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[Title of Court and Cause—No. 8176.]

ASSIGNMENT OF ERRORS.

Now comes the defendant, Aetna Casualty and Surety Company, and says that the judgment entered in the above cause on the twenty-first day of November, 1931, is erroneous and unjust to defendant for the following reasons:

I. That the evidence is insufficient to sustain any recovery by the plaintiff.

II. The court erred in refusing the motion of the defendant to dismiss the action and to direct a verdict in favor of the defendant at the conclusion of the evidence.

III. The court erred in directing a verdict in favor of the plaintiff.

IV. The court erred in construing the surety bond executed by the defendant as a guaranty for the payment of money.

V. The court erred in construing the surety bond executed by the defendant as a contract of indemnity.

VI. The court erred in refusing to hold that the plaintiff was estopped to deny the recitals of the bond.

VII. The court erred in permitting the plaintiff to introduce evidence to vary the terms of the bond as follows:

a. The plaintiff was permitted to introduce evidence that prior to the writing of the bond in question it was the [184] practice of the Wood Pipe Company to borrow money on bills of lading and assigned invoices covering goods shipped to its customers.

b. The plaintiff was further permitted to introduce testimony that some time in 1928 the Wood Pipe Company made application to the bank for loans on advances against shipments before the goods were manufactured and shipments actually made, and offered to secure an indemnity bond to guaranty delivery of the goods.

c. The plaintiff was permitted to introduce testimony that the plaintiff's officers informed the Wood Pipe Company that such bond must cover two things; first, that there was a writ-

ten and enforceable order, and second, that the order would be filled according to its terms.

d. The plaintiff was permitted to introduce testimony as to its construction of the bond before it was written.

e. The plaintiff was permitted to introduce testimony that on December 26, 1928, the bank held similar bonds of the defendant in the sum of \$37,000.

f. The plaintiff was permitted to offer testimony that it expected to receive the full amount of the assigned invoice, to wit, \$3950.00.

g. The plaintiff was permitted to introduce testimony contradicting the recitals of the bond to the effect that there was a written order.

VIII. The court refused to permit the defendant to show that the claimed loan to the Wood Pipe Company was simply money which the plaintiff itself applied against the overdraft of the Wood Pipe Company at that time, and did not constitute an advance of money to the Wood Pipe Company.

IX. The court erred in entering judgment in the sum of \$4244.36 for the following reasons: [185]

a. There was a failure of proof as to any damage whatsoever under the bond.

b. In any event, the bond could not have been held liable for any greater sum than \$3375.00.

c. In any event the plaintiff could not have re-



covered against the bond any greater amount than one-half of the penal sum, to wit, \$2,000.

J. SPEED SMITH and  
HENRY ELLIOTT, Jr.,  
HENDERSON, CARNAHAN & THOMP-  
SON,

Attorneys for Defendant,  
412 Dexter Horton Building,  
Seattle, Washington.

[Endorsed]: Filed Feb. 15, 1932. [186]

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[Title of Court and Cause—No. 8176.]

### PETITION FOR APPEAL.

To the Honorable EDWARD E. CUSHMAN,  
Judge of the Above-entitled Court:

The above-named defendant, The Aetna Casualty & Surety Company, feeling itself aggrieved by the judgment made and entered in this cause on the twenty-first day of November, 1931, does hereby appeal from said judgment, and from the whole thereof, to the United States Circuit Court of Appeals for the Ninth Circuit, for the reasons specified in the assignment of errors which is filed herewith, and it prays that its appeal be allowed and that a citation issue as provided by law, and that a transcript of the record, proceedings and papers upon which said judgment was based, duly authenticated, will be sent to the United States Circuit Court of Appeals for the Ninth Circuit sitting in San Francisco, State of California.

172 *The Aetna Casualty & Surety Company*

And your petitioner further prays that the proper order touching the security to be required of it to perfect its appeal be made, and desiring to supersede the execution of the judgment, petitioner herewith tenders bond in such amount as the court may require for such purpose, and prays that with the allowance of the appeal a supersedeas be issued.

J. SPEED SMITH and  
HENRY ELLIOTT, Jr.,

HENDERSON, CARNAHAN & THOMP-  
SON,

Attorneys for Petitioner, Aetna Casualty and  
Surety Company, Defendant, 412 Dexter Hor-  
ton Building, Seattle, Washington.

Filed Feb. 15, 1932. [187]

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[Title of Court and Cause—No. 8176.]

STIPULATION.

It is stipulated and agreed, by and between the parties hereto, as follows:

1. That the defendant may make application to the Honorable Edward E. Cushman, United States District Judge for the Western District of Washington, Southern Division, for an order allowing its appeal to the Circuit Court of Appeals of the United States, for the Ninth Circuit, and for a citation on appeal and for an order fixing the amount of a cost and supersedeas bond, at any time and without notice to the plaintiff or its attorneys, and that said application may be made either in

the city of Tacoma, Washington, at the United States Federal Building, or in the city of Seattle, Washington, in the United States Federal Building, in said city.

2. That in the event that the Court shall allow said appeal, then the amount of a cost and supersedeas bond to be furnished by the defendant aforesaid for said appeal shall be \$6,000.00.

Dated, this 15th day of February, 1932.

HAYDEN, METZGER & BLAIR,  
Attorneys for Plaintiff.

J. SPEED SMITH and  
HENRY ELLIOTT, Jr.,  
HENDERSON, CARNAHAN & THOMP-  
SON,

Attorneys for Defendant.

[Endorsed]: Filed Feb. 19, 1932. [188]

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[Title of Court and Cause—No. 8176.]

ORDER ALLOWING APPEAL AND FIXING  
AMOUNT OF COST AND SUPERSEDEAS  
BOND ON APPEAL.

This cause coming on this day to be heard, pursuant to the stipulation of the parties on file herein, upon the petition of the defendant, The Aetna Casualty & Surety Company, herein filed, praying the allowance of an appeal to the United States Circuit Court of Appeals for the Ninth Circuit, together with the assignment of errors, also herein filed, and also praying that a transcript of the record and

proceedings and papers upon which the judgment herein was rendered, duly authenticated, may be sent to the United States Circuit Court of Appeals for the Ninth Circuit, and that such other and further proceedings may be had as may be proper in the premises:

The Court having duly considered the same, does hereby allow the said appeal prayed for.

IT IS FURTHER ORDERED, that the amount of bond to be given as a cost and supersedeas bond, by the defendant during the pendency of this appeal, be and the same is hereby fixed in the sum of \$6,000.00.

Done in Seattle, this 18 day of February, 1932.

EDWARD E. CUSHMAN,  
District Judge.

[Endorsed]: Filed Feb. 18, 1932, at Seattle. Ed. M. Lakin, Clerk.

Filed Feb. 19, 1932, at Tacoma. Ed. M. Lakin, Clerk. By E. Redmayne, Deputy. [189]

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[Title of Court and Cause—No. 8176.]

### BOND ON APPEAL.

KNOW ALL MEN BY THESE PRESENTS: That The Aetna Casualty & Surety Company, a Corporation, defendant herein, as principal, and National Surety Company, a corporation organized under the laws of the State of New York and authorized to transact and transacting a business of surety in the State of Washington, as surety, are

held and firmly bound unto The National Bank of Tacoma, a national banking corporation, plaintiff herein, in the full and just sum of Six Thousand Dollars (\$6,000) to be paid to the said The National Bank of Tacoma, the plaintiff, its successors and assigns, to which payment well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, by these presents.

Sealed with our seals and dated this 13th day of February, 1932.

WHEREAS, lately in the District Court of the United States for the Western District of Washington, Southern Division, in a suit pending in said court between The National Bank of Tacoma, a national banking corporation, as plaintiff, and The Aetna Casualty & Surety Company, a corporation, defendant, numbered 8176, a judgment was rendered against the said The Aetna Casualty & Surety Company in the sum of Four Thousand Two Hundred and Forty-four and 36/100 Dollars (\$4,244.36), together with interest on said sum from the date of the entry of the judgment, to wit, the twenty-first day of November, 1931, at the rate of six per [190] cent (6%) per annum until fully paid, together with costs herein taxed in the sum of Fifty-nine and 20/100 Dollars (\$59.20) and the said Aetna Casualty and Surety Company having obtained an appeal to the Circuit Court of the United States for the Ninth Circuit, and having filed a copy thereof in the office of the Clerk of said court to reverse the said judgment and the whole of it, and a citation directed to the said The National Bank of Tacoma, plaintiff, citing and ad-



monishing it to be and appear at a session of the Circuit Court of Appeals for the Ninth Circuit, to be holden in the City of San Francisco, State of California, on the second day of May, 1932.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the said The Aetna Casualty & Surety Company, the defendant herein, shall prosecute its appeal to effect and will pay the amount of said judgment and answer all damages and costs if it fails to make its plea good, then the above obligation to be void, else to remain in full force and virtue.

Executed this 13th day of February, 1932.

THE AETNA CASUALTY & SURETY  
COMPANY,

By J. SPEED SMITH and  
HENRY ELLIOTT, Jr.,  
Its Attorneys of Record.

NATIONAL SURETY COMPANY,

By ROBERT WHYTE,  
Its Resident Vice-President.

[Corporate Seal] Attest: J. H. LOBDELL,  
Its Resident Assistant Secretary.

[Endorsed]: Filed Feb. 19, 1932. [191]

The foregoing bond is hereby approved this 19th day of February, 1932.

EDWARD E. CUSHMAN,  
Judge of the United States District Court for the  
Western District of Washington, Southern  
Division.

[Endorsed]: Filed Feb. 19, 1932. [192]

[Title of Court and Cause—No. 8176.]

STIPULATION FOR TRANSMISSION OF  
ORIGINAL EXHIBITS.

In order to save expense and facilitate the printing of the transcript on the appeal herein,—

IT IS HEREBY STIPULATED, between the parties hereto, through the undersigned attorneys, that all of the original exhibits herein, consisting of Plaintiffs' Exhibit Nos. 1 to 25, inclusive, shall be transmitted to the Clerk of the United States Circuit Court of Appeals for the Ninth Circuit.

Dated, this 26th day of February, 1932.

HAYDEN, METZGER & BLAIR,  
Attorneys for Plaintiff.

HENRY ELLIOTT, Jr.,  
J. SPEED SMITH,

HENDERSON, CARNAHAN & THOMP-  
SON,

Attorneys for Defendant.

Filed Feb. 26, 1932. [193]

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[Title of Court and Cause—No. 8176.]

ORDER FOR TRANSMISSION OF ORIGINAL  
EXHIBITS.

Pursuant to the written stipulation of the parties  
on file herein, and it being, in the opinion  
E.E.C. of the court deemed proper,

IT IS HEREBY ORDERED; That all the origi-

nal exhibits mentioned in said stipulation, to wit: Plaintiff's Exhibit Nos. 1 to 25, inclusive, shall be forwarded by the Clerk of this court to the Clerk of the United States Circuit Court of Appeals for the Ninth Circuit.

Done ~~in open court~~, this 26 day of February, 1932.

EDWARD E. CUSHMAN,  
District Judge.

OK. as to form.

HAYDEN, METZGER & BLAIR,  
Attys. for Plff.

[Endorsed]: Filed Feb. 26, 1932. [194]

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[Title of Court and Cause—No. 8176.]

PRAECIPE FOR TRANSCRIPT OF RECORD  
ON APPEAL.

To the Clerk of the Above-entitled Court:

You are hereby requested to prepare, certify and file in the United States Circuit Court of Appeals for the Ninth Circuit, pursuant to an appeal allowed in the above-entitled cause, a transcript of record, and to include in such transcript of record the following papers, documents and exhibits filed in your office in the above-entitled cause, to wit:

1. Transcript of removal proceedings on the removal of the above-entitled cause from the Superior Court of the State of Washington, in and for Pierce County, to the above-en-

titled court, filed on the 4th day of September, 1930.

2. Defendant's notice of removal to United States District Court, filed September 5, 1930.
3. Demurrer of defendant to complaint, filed October 1, 1930.
4. Motion of defendant to make more definite and certain, filed October 1, 1930.
5. Order of court on defendant's motion to make more definite and certain and demurrer, signed and filed March 18, 1931.
6. Exception of defendant to order overruling demurrer and partially denying motion to make more definite and certain, filed March 23, 1931.
7. Amended complaint filed April 1, 1931.
8. Answer to amended complaint filed April 8, 1931. [195]
9. Reply to answer, filed May 5, 1931.
10. Verdict of jury for plaintiff, filed November 13, 1931.
11. Final judgment, signed and filed November 21, 1931.
12. Order extending time in which to file proposed bill of exceptions, filed November 21, 1931.
13. Motion of defendant to vacate judgment, set aside verdict and grant a new trial, filed December 28, 1931.
14. Order overruling defendant's motion to vacate judgment and for a new trial, filed Jan. 4, 1932.
15. Order extending term, filed January 30, 1932.
16. Assignment of errors.

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17. Petition for appeal.
18. Stipulation for presentation of appeal and for amount of cost bond, filed February 19, 1932.
19. Order allowing appeal, filed February 19, 1932.
20. Cost and supersedeas bond on appeal, filed February 19, 1932.
21. Citation on appeal, issued February 18, 1932.
22. Affidavit of service or order allowing appeal and bond, filed February 24, 1932.
23. Bill of exceptions.
24. Stipulation for transmission of original exhibits, filed February 26, 1932.
25. Order for transmission of original exhibits, filed February 26, 1932.
26. Clerk's certificate of transcript on appeal.
27. This praecipe.

Said transcript of record to be prepared as required by law and the rules of this court and the rules of the United States Circuit Court of Appeals for the Ninth Circuit, and to be filed in the office of the Clerk of the Circuit Court of Appeals of the Ninth Circuit in San Francisco, California, on or before the 18th day of March, 1932. [196]

Dated, this 29th day of February, 1932.

J. SPEED SMITH and  
HENRY ELLIOTT, Jr.,  
HENDERSON, CARNAHAN & THOMP-  
SON,

Attorneys for Defendant.

[Endorsed]: Filed Feb. 27, 1932. [197]



[Title of Court and Cause—No. 8176.]

NOTICE OF FILING OF PRAECIPE FOR  
TRANSCRIPT ON APPEAL.

To the Plaintiff Herein and to Its Attorneys, Hay-  
den, Metzger & Blair:

You and each of you are hereby notified that  
the defendant will, upon the 29th day of February,  
1932, file with the Clerk of the above-entitled court  
the attached praecipe for transcript on appeal, a  
copy of which has been served upon you.

J. SPEED SMITH and  
HENRY ELLIOTT, Jr.,  
HENDERSON, CARNAHAN & THOMP-  
SON,

Attorneys for Defendant.

[Endorsed]: Filed February 27, 1932. [198]

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[Title of Court and Cause—No. 8176.]

CERTIFICATE OF CLERK U. S. DISTRICT  
COURT TO TRANSCRIPT OF RECORD.

I, Ed. M. Lakin, Clerk of the United States Dis-  
trict Court for the Western District of Washing-  
ton, do hereby certify and return that the fore-  
going transcript of record consisting of pages num-  
bered from one to 190, inclusive, is a full true and  
correct copy of so much of the record, papers and  
proceedings in the case of the National Bank of  
Tacoma, a national banking corporation, plaintiff

and appellee, vs. the Aetna Casualty and Surety Company, a corporation, defendant and appellant, cause No. 8176, in said court as required by praecept of counsel filed and of record in my office in said court at Tacoma, and that the same constitutes the record on appeal from the judgment of said United States District Court for the Western District of Washington to the United States Circuit Court of Appeals for the Ninth Circuit.

I further certify that I herewith attach and transmit the original citation in this cause, with acceptance of service thereon.

I do further certify that under separate cover and certificate, I am forwarding to said Circuit Court of Appeals the original exhibits numbered from 1 to 25, both inclusive, as provided, for in stipulation of counsel and order of court filed in this cause and made a part of this transcript.

I do further certify that the following is a full, true and correct statement of all expenses, fees and charges incurred and paid by and on behalf of the appellant herein the preparation of this transcript, certificate and return to the United States Circuit Court of Appeals for the Ninth Circuit, to wit:

Appeal fee .....	\$ 5.00
Clerk's fee (Act. Feb. 11, 1925) for making	
record—658 folios @ 5 cents per folio ....	32.90
Clerk's certificates .....	1.00

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Total .....\$38.90

I do further certify that the cost of preparing record on appeal amounting to \$38.90 has been paid to me by the appellant.

IN TESTIMONY WHEREOF, I have caused the seal of the said court to be hereunto affixed, at the City of Tacoma, in the Western District of Washington, this 9th day of March, A. D. 1932.

[Seal]

ED. M. LAKIN,  
Clerk.

By E. W. Pettit,  
Deputy. [199]

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[Title of Court and Cause—No. 8176.]

CITATION ON APPEAL.

The President of the United States to the Above-named Plaintiff, and to HAYDEN, LANGHORNE & METZGER, Its Attorneys,  
GREETING:

You are hereby cited and admonished to appear at the United States Circuit Court of Appeals for the Ninth Circuit to be holden in San Francisco in the State of California, within (30) days from the order allowing

date hereof, pursuant to ~~notice of~~ appeal  
EEC filed in the Clerk's office of the District Court  
this day made

of the United States for the ~~Western District~~  
of ~~Washington, Southern Division,~~ wherein The National Bank of Tacoma is appellee and The Aetna Casualty & Surety Company is appellant, to show cause if any there be why the judgment rendered  
the petition for and assignment of errors  
upon

EEC against the said appellant as in ~~said notice of~~  
appeal ~~mentioned,~~ should not be corrected,

and why speedy justice should not be done to the parties in that behalf.

WITNESS the Honorable EDWARD E. CUSHMAN, District Court Judge of the United States at Tacoma, Washington, within said District, this 18th day of Feb., 1932.

[Seal]

EDWARD E. CUSHMAN,  
District Judge.

Service of the within citation and receipt of copy thereof admitted this 20th day of Feb., 1932.

HAYDEN, METZGER & BLAIR,  
Attorneys for Appellee. [200]

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[Endorsed]: No. 6789. United States Circuit Court of Appeals for the Ninth Circuit. The Aetna Casualty & Surety Company, a Corporation, Appellant, vs. The National Bank of Tacoma, a National Banking Association, Appellee. Transcript of Record. Upon Appeal from the United States District Court for the Western District of Washington, Southern Division.

Filed March 16, 1932.

PAUL P. O'BRIEN,  
Clerk of the United States Circuit Court of Appeals  
for the Ninth Circuit.

United States Circuit Court of Appeals for the  
Ninth Circuit.

No. 6789.

THE NATIONAL BANK OF TACOMA, a Na-  
tional Banking Corporation,  
Plaintiff and Appellee,  
vs.

THE AETNA CASUALTY AND SURETY COM-  
PANY, a Corporation,  
Defendant and Appellant.

STIPULATION FOR PRINTING OF TRAN-  
SCRIPT OF RECORD.

It is hereby STIPULATED AND AGREED by the parties to the above-entitled cause, through their respective counsel, that the printed transcript of record herein shall consist of the following, which it is agreed comprises all parts of the record deemed by any party to be in anywise material to the consideration of said cause in the Circuit Court of Appeals in reviewing said cause on the appeal taken out herein, to wit:

1. Original complaint, with exhibits attached thereto, appearing on pages 2 to 15, inclusive, of transcript of record.
2. Special appearance of defendant in state court, page 16, transcript.
3. Petition for removal.
4. Bond on removal.
5. Order for removal.



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6. Notice of filing of petition for removal (pp. 17-23, Trp.).
7. Certificate of removal (p. 24, Trp.).
8. Notice of removal (p. 25, Trp.).
9. Demurrer (p. 26, Trp.).
10. Motion to make more definite and certain (pp. 27-28, inc., Trp.).
11. Order on motion to make more definite and certain and demurrer and exception of defendants thereto (pp. 29-31, inc., Trp.).
12. Amended complaint and exhibits attached thereto (pp. 32-34, inc., Trp.).
13. Answer to amended complaint (pp. 45-49, inc., Trp.).
14. Reply (pp. 50-51, inc., Trp.).
15. Verdict of July (p. 52, Trp.).
16. Judgment (pp. 53-54, inc., Trp.).
17. Order extending time to file bill of exceptions (p. 55, Trp.).
18. Motion of defendant to vacate judgment and set aside verdict (pp. 56-58, inc., Trp.).
19. Order denying foregoing motion (p. 59, Trp.).
20. Order extending the term (p. 60, Trp.).
21. Assignments of error (pp. 61-63, inc., Trp.).
22. Petition for appeal (p. 64, Trp.).
23. Stipulation for presentation of appeal and cost of supersedeas bond (p. 65, Trp.).
24. Order allowing appeal and fixing cost of supersedeas bond (p. 66, Trp.).
25. Bond on appeal (pp. 67-69, inc., Trp.).
26. Bill of exceptions, except that there shall only be printed the exhibits hereinafter specifically set out.

27. Certificate of Judge to bill of exceptions (p. 182, Trp.).
27. Stipulation for transmission of original exhibits (p. 184, Trp.).
28. Order for transmission of original exhibits (p. 185, Trp.).
29. Praeipe for transcript on appeal (pp. 186-188, inc., Trp.).
30. Notice of filing of praecipe (p. 189, Trp.).
31. Certificate of Clerk to transcript of record (p. 190, Trp.).
32. Citation on appeal (p. 191, Trp.).
33. This stipulation.

And the following exhibits:

#### PLAINTIFF'S EXHIBITS.

1. Plaintiff's Exhibits Nos. 1 to 6, inclusive, attached to the bill of exceptions and appearing on pages 116 to 134, inclusive, of the typewritten transcript of record need not be printed, but in lieu thereof print this:

“Plaintiff's Exhibits Nos. 1 to 6, inclusive, omitted from the printed record by stipulation, it being stipulated and agreed that the defendant and its agents who signed and executed the bond here sued on were duly authorized to execute and deliver said bond.”

2. Exhibits Nos. 7 to 10, inclusive, attached to the bill of exceptions and appearing on pages 135 to 138, inclusive, of the type-

written transcript of the record need not be printed, but in lieu thereof print this:

“Exhibits Nos. 7 to 10, inclusive, omitted from the printed record by stipulation, it being stipulated and agreed that they relate exclusively to matters in no way involved in this appeal.”

3. Exhibit No. 11 attached to the bill of exceptions and appearing on page 139 of the typewritten transcript of the record need not be printed, but in lieu thereof print this:

“Exhibit No. 11 omitted from the printed record by stipulation, it being stipulated and agreed that it is the original bond here sued on and that Exhibit ‘C’ attached to the original complaint and printed as a part of said complaint is a true copy of said bond.”

4. Plaintiff’s Exhibit No. 12 to the bill of exceptions, appearing upon page 140 of the typewritten transcript of record, to be printed.
5. Plaintiff’s Exhibit No. 13 attached to the bill of exceptions and appearing upon pages 141 and 142 of the typewritten transcript of the record need not be printed, but in lieu thereof print this:

“Plaintiff’s Exhibit No. 13 omitted from the printed record by stipulation, it being stipulated and agreed that said exhibit is a copy of the general loan and collateral agreement, a copy of which is attached as Exhibit ‘A’ to the plaintiff’s original complaint and printed as part of said original complaint.”

6. Plaintiff's Exhibits Nos. 14 to 17, inclusive, attached to the bill of exceptions and appearing upon pages 143 to 146 of the typewritten transcript of the record need not be printed, but in lieu thereof print this:

“Plaintiff's Exhibits Nos. 14 to 17, inclusive omitted from the printed record by stipulation, it being stipulated and agreed that they relate exclusively to matters in no way involved in this appeal.”

7. Plaintiff's Exhibit No. 18 attached to the bill of exceptions and appearing upon page 147 of the typewritten transcript of the record need not be printed, but in lieu thereof print this:

Plaintiff's Exhibit No. 18 omitted from the printed transcript by stipulation, it being stipulated and agreed that said exhibit is the original memorandum or assignment note, of which Exhibit 'D' attached to plaintiff's original complaint and printed as part of said complaint is a true copy.”

8. Plaintiff's Exhibit No. 19 attached to the bill of exceptions and appearing upon page 148 of the typewritten transcript of the record need not be printed, but in lieu thereof print this:

“Plaintiff's Exhibit No. 19 omitted from the printed transcript of the record by stipulation, it being stipulated and agreed that said exhibit is the original invoice and assignment, of which Exhibit 'B' attached to the plaintiff's original

complaint and printed as a part of said original complaint is a true copy."

9. Plaintiff's Exhibit No. 20 attached to the bill of exceptions and appearing on page 149 of the typewritten transcript of the record need not be printed, but in lieu thereof print this:

"Plaintiff's Exhibit No. 20 omitted from the printed transcript by stipulation, it being stipulated and agreed that said exhibit relates exclusively to matters in no way involved in this appeal."

10. Plaintiff's Exhibit No. 21 to the bill of exceptions, appearing upon pages 150 to 153, inclusive, of the typewritten transcript of record, to be printed.
11. Plaintiff's Exhibit No. 23, appearing upon page 155 of the transcript, to be printed.
12. Plaintiff's Exhibits Nos. 24 and 25, appearing upon pages 156 to 180, of the typewritten transcript of record, to be printed or placed in the record by photostatic copies, if such photostatic copies will facilitate the printing of the record.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that neither the execution of this stipulation nor anything herein contained shall constitute or be construed as an admission on the part of the appellee that the parts of the record hereinbefore designated to be printed were necessary or material to the



consideration of the appeal in this cause, nor in any way prejudice the appellee from hereafter claiming that said printed record was needlessly encumbered and the cost thereof unnecessarily increased by including therein portions of the record in no manner material to the due consideration of this appeal.

It is hereby FURTHER STIPULATED AND AGREED by and between the parties hereto that in the printing of this record all titles, captions, jurats and verifications may be omitted.

It is FURTHER STIPULATED AND AGREED that this record may be printed under the supervision of the Clerk of the Circuit Court of Appeals, Ninth Circuit, at San Francisco, California and expressly waive the provisions of the Act of February 13, 1911, relative to the District Court having supervision thereof.

Dated at Tacoma, Washington, this 15th day of March, 1932.

HAYDEN, METZGER & BLAIR,  
Attorneys for Plaintiff and Appellee,  
J. SPEED SMITH and  
HENRY ELLIOTT, Jr.,  
HENDERSON, CARNAHAN & THOMP-  
SON,  
Attorneys for Defendant and Appellant.

[Endorsed]: Filed Mar. 19, 1932. Paul P. O'Brien, Clerk.

